



GENERAL AVIATION MINIMUM STANDARDS

ABERDEEN, MISSISSIPPI

June 2016

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1. INTRODUCTION

1.1. Purpose and Scope

1.1.1. The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality General Aviation products, services, and facilities at the Monroe County Airport (Airport), (b) the development of high quality General Aviation Improvements at the Airport; (c) General Aviation safety and security at the Airport, (d) the economic health of General Aviation Commercial Operators at the Airport, and (e) the orderly development of land and improvements for General Aviation purposes.

1.1.1.1. To this end, all qualified and experienced entities desirous of engaging in General Aviation Aeronautical Activities (Activities) at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such Activities, subject to fully complying with these Minimum Standards.

1.1.2. Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate minimum standards shall be established by the Monroe County Board of Supervisors (County) on a case-by-case basis.

1.1.3. Specialized Aviation Service Operators (SASO) are encouraged to be Lessees of the County; however, if suitable land or Improvements are not available or cannot be secured from the County, SASOs may, if space is available, Sublease Improvements from another SASO.

1.2. General Provisions

1.2.1. These Minimum Standards incorporate, by reference, the General Provisions.

1.3. Exclusive Rights

1.3.1. In accordance with the Airport Sponsor Assurances given to the federal and/or state government by the County as a condition to receiving federal and/or state funds, the granting of rights or privileges to engage in Commercial Aeronautical Activities shall not be construed in any manner as affording any entity any Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement.

1.3.2. The County will utilize Advisory Circular (AC) 150/5190-6 Exclusive Rights at Federally-Obligated Airports and Federal Aviation Administration (FAA) Order 5190.6B Airport Compliance Manual as guidance on any Exclusive Rights issue.

1.3.3. The presence on the Airport of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the County not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the County should neither

expect nor request that the County exclude other entities who also desire to engage in the same or similar Activities.

1.3.3.1. The opportunity to engage in an Activity shall be made available to those entities complying with the qualifications and requirements set forth in these Minimum Standards and as space may be available at the Airport to support such Activity provided such use is consistent with the current and planned uses of Airport land and Improvements and is in the best interests of the County.

1.3.4. If the FAA determines that any provision of these Minimum Standards, any provision of any Agreement, or any practice constitutes a grant of a prohibited Exclusive Right, such provision shall be deemed null and void and such practice shall be discontinued immediately.

1.4. Applicability

1.4.1. These Minimum Standards specify the standards and/or requirements which must be fully complied with by any Operator desirous of engaging in General Aviation Aeronautical Activities at the Airport.

1.4.1.1. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the County. All entities may exceed the applicable minimum standards or requirements. No Operator shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that do not, in the County's sole discretion, comply with these Minimum Standards, unless an exemption or variance has been approved by the County.

1.4.2. These Minimum Standards shall apply to any new Agreement or any amendment to any existing Agreement relating to the occupancy or use of Airport land or Improvements for engaging in General Aviation Aeronautical Activities. If an Operator desires to change its Aeronautical Activities, as a condition of the County's approval of such change, the Operator shall enter into a new Agreement with the County and must fully comply with these Minimum Standards.

1.4.2.1. These Minimum Standards shall not affect any Agreement properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.

1.4.2.2. These Minimum Standards shall apply to any renewal term of any existing Agreement.

- 1.4.2.3. These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the County from entering into or enforcing an Agreement that requires an Operator to exceed these Minimum Standards.
- 1.4.3. Any entity currently engaging in Commercial Activities without an Agreement with the County will have six months from the date of adoption of these Minimum Standards to fully comply with these Minimum Standards.
- 1.4.4. If these Minimum Standards are amended after an Operator enters into an Agreement with the County, the Operator shall not be required to comply with the amended Minimum Standards, except as provided for in such agreement, until:
 - 1.4.4.1. such time as Operator's existing Agreement is amended;
 - 1.4.4.2. the County approves an assignment to another entity acceptable to the County; or
 - 1.4.4.3. Operator enters into a new Agreement with the County.

2. GENERAL REQUIREMENTS

2.1. Introduction

2.1.1. Operators engaging in Aeronautical Activities at the Airport shall fully comply with or exceed the requirements of this Section as well as the minimum standards applicable to Activity(ies), as set forth in subsequent sections.

2.2. Experience/Capability

2.2.1. Operator shall, in the judgment of the County, demonstrate before and during the term of the Agreement (when requested by the County), the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the County, developing and maintaining the required Improvements; procuring and maintaining the required Vehicles, Equipment, and/or Aircraft; employing required Employees; and engaging in the Activity.

2.2.2. All Operators shall, in the judgment of the County, demonstrate before and during the term of the Agreement (when requested by the County), the capability of consistently providing the required General Aviation products, services, and facilities and engaging in the required Activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public.

2.3. Agreement

2.3.1. No Operator shall engage in an Activity without an Agreement authorizing such Activity.

2.3.2. An Agreement shall not reduce or limit Operator's obligations with respect to fully complying with these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

2.4.1. Operator shall pay the rents, fees, or other charges specified by the County for engaging in Activities.

2.4.2. Operator's failure to remain current in the payment of rents, fees, charges, and other sums due and owing to the County shall be grounds for suspension or termination of Operator's Agreement authorizing the conduct of Activities at the Airport.

2.4.2.1. The County may, at its option, enforce payment of any rent, fee, charge, or other sums due and owing to the County by any legal means available to the County.

2.5. Leased Premises

2.5.1. Operator shall lease or Sublease sufficient Contiguous Land and/or lease, Sublease, or construct sufficient Improvements for the Activity as required in these Minimum Standards.

2.5.1.1. Lessees that lease improvements in a multi SASO facility (e.g., County's Airport Terminal) are only required to meet the Sublessee Leased Premises requirements for the applicable Activity.

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

- 2.5.2. Construction of any Improvements must be approved in advance by the County, in accordance with the County's requirements (including, but not limited to, Design Guidelines) and any Agency having jurisdiction.
- 2.5.3. Contiguous Land
 - 2.5.3.1. All required Improvements including, but not limited to, Apron, Tiedowns, facilities (e.g., terminal building, hangar, office, shop, etc.), and Vehicle Parking shall be located on Contiguous Land.
 - 2.5.3.2. Lessees engaging in any Activity shall have adequate Leased Premises to accommodate all Activities of Lessee and all approved Sublessees, as determined by the County, but not less than the Contiguous Land area stipulated in these Minimum Standards.
- 2.5.4. Apron/Paved Tiedowns
 - 2.5.4.1. Aprons/Paved Tiedowns, if required to be constructed by the Operator, must be:
 - 2.5.4.1.1. contiguous and separated by no more than a Taxilane which allows Operator to taxi or tow Aircraft without crossing a Taxiway or public roadway;
 - 2.5.4.1.2. adequate size and weight bearing capacity to accommodate the movement, staging, and Parking of the largest Aircraft currently utilizing and/or anticipated to utilize the Leased Premises; and
 - 2.5.4.1.3. Tiedowns must be able to accommodate the Operator's Aircraft fleet. If Operator utilizes a Hangar for storing Operator's Aircraft fleet, Tiedowns are not required.
 - 2.5.4.2. Aprons associated with Hangars shall be able to accommodate the movement of Aircraft into and out of the Hangar and the staging and parking of Aircraft without interfering with the movement of Aircraft in and out of the Hangar and the staging and parking of Aircraft.
 - 2.5.4.3. Aprons, Paved Tiedowns, and Hangars must be located so as to provide unimpeded movement of Aircraft in and out of other facilities and/or operating to and from Taxilanes or Taxiways.
- 2.5.5. Vehicle Parking
 - 2.5.5.1. Paved Vehicle Parking shall be sufficient to accommodate all Vehicles and Equipment currently utilizing or anticipated to utilize the Leased Premises on a daily basis.
 - 2.5.5.2. Paved Vehicle Parking shall be on the Leased Premises and located in close proximity to Operator's primary facility.
 - 2.5.5.3. On-street Vehicle parking is not permitted.
- 2.5.6. Hangars

- 2.5.6.1. Hangars identified throughout these Minimum Standards shall meet the minimum door height and door width (in “feet”) requirements identified in Design Guidelines.

2.6. Fuel Storage

2.6.1. Non-Commercial Self-Fueling Permittee shall:

- 2.6.1.1. provide the County with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets Regulatory Measures for the Fuel storage facilities and Activities. An updated copy of the SPCC Plan shall be filed with the County at least 30 calendar days prior to any scheduled changes in operations.
- 2.6.1.2. be liable and shall defend, indemnify, save, protect, and hold harmless the County for all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of Fuel.
- 2.6.1.3. ensure Fuel delivered, stored, or dispensed complies with the quality specifications outlined in American Society for Testing and Materials (ASTM) D 1655 (Jet Fuel) and ASTM D 1910 (Avgas). Ensuring the quality of the Fuel is the sole responsibility of Non-Commercial Self-Fueling Permittee.
- 2.6.1.4. be equipped and maintained to comply with applicable Regulatory Measures including, without limitation, those prescribed by:
 - 2.6.1.4.1. National Fire Protection Association (NFPA) Codes;
 - 2.6.1.4.2. State of Mississippi;
 - 2.6.1.4.3. County of Monroe; and
 - 2.6.2.4.4. applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing", AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports".

2.7. Fueling Reports

- 2.7.1. On or before the 10th calendar day of the subsequent month, Non-Commercial Self-Fueling Permittee shall: (a) provide a summary report to the County identifying the number of gallons of aviation Fuel: (i) purchased by Non- Commercial Self-Fueling Permittee by Fuel type, (ii) delivered to Non-Commercial Self-Fueling Permittee’s Fuel storage facility by Fuel type, and (iii) dispensed by Non-Commercial Self-Fueling Permittee at the Airport, and (b) pay the appropriate fees due to the County at the Airport Manager’s office.
- 2.7.2. Upon request, records and meters shall be made available for review by the County or its designated representative. In the case of a discrepancy between the amount of Fuel purchased by and/or delivered to Non-Commercial Self-Fueling Permittee and the amount of Fuel dispensed, the greater amount shall prevail and the Non-Commercial Self-Fueling

Permittee shall promptly pay all additional fees due and owing the County at the Airport Manager's office.

2.8. Fueling Equipment

- 2.8.1. Refueling Vehicles and all Fueling Equipment shall be equipped and maintained to comply with applicable Regulatory Measures including, without limitation, those prescribed by:
 - 2.8.1.1. National Fire Protection Association (NFPA) Codes;
 - 2.8.1.2. State of South Mississippi;
 - 2.8.1.3. County of Monroe; and
 - 2.8.1.4. applicable Advisory Circulars (ACs) including AC 00-34 "Aircraft Ground Handling and Servicing", AC 150/5210-5 "Painting, Marking and Lighting of Vehicles Used on an Airport", and AC 150/5230-4A "Aircraft Fuel Storage, Handling, and Dispensing on Airports".

2.9. Facility Maintenance

- 2.9.1. Operator or Non-Commercial Lessee, at its sole cost and expense, shall:
 - 2.9.1.1. maintain the Leased Premises (including all related and associated appurtenances, landscaping, Paved areas, installed Equipment and utility services, oil/water separators, and security improvements) in a clean, neat, orderly, and fully operational condition consistent with best practices and equal or better in appearance and character to other similar Improvements at the Airport, normal wear and tear excepted.
 - 2.9.1.2. provide all necessary cleaning services for the Leased Premises, including janitorial and custodial services, removal of foreign objects/debris, removal of spent oils or other fluids, cleaning of oil/water separators, and any related services necessary to maintain the Improvements in good, clean, neat, orderly, and fully operational condition consistent with best practices, normal wear and tear excepted.
 - 2.9.1.3. replace or in the County's sole discretion, reimburse the County for Property damaged by Operator or Non-Commercial Lessee its activities, Sublessees, customers, employees, visitors, vendors, suppliers, or contractors.

2.10. Products, Services, and Facilities

- 2.10.1. To ensure compliance with the Airport Sponsor Assurances for the County, Operator shall:
 - 2.10.1.1. provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.
 - 2.10.1.2.1. Operator may provide reasonable discounts, rebates, or other similar types of price reductions to volume purchasers.
 - 2.10.1.2.2. Operator shall post its schedule of product, service, and facility pricing in a prominent place readily accessible and/or visible to the general public.

2.10.1.2.3. In the event of a complaint, Operator shall submit a schedule of product, service, and facility pricing to the County within 10 business days following written request by the County. In addition to identifying the Operator's product, service, and facility, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

2.10.2. Operator shall engage in its Activities in a safe, secure, efficient, courteous, prompt, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing comparable products, services, and facilities and engaging in similar Activities from similar Leased Premises at comparable airports in like markets.

2.10.2.1. Operator shall promptly respond to and attempt to resolve any customer complaints and/or disputes.

2.11. Licenses, Permits, Certifications, and Ratings

2.11.1. Operator and Operator's employees shall obtain and comply with, at Operator's or Employee's sole cost and expense, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's Activities as required by the County or any other duly authorized Agency having jurisdiction prior to engaging in any Activity at the Airport.

2.11.1.1. Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general public, all necessary or required licenses, permits, certifications, or ratings.

2.11.1.2. Upon request, Operator or its Employees shall provide copies of such licenses, permits, certifications, or ratings to the County within 10 business days.

2.11.2. As required and applicable, employees shall be properly certificated by the FAA and/or the Federal Communications Commission, current, and hold the appropriate ratings and medical certification for the Activity, Aircraft, and/or training being provided.

2.12. Employees

2.12.1. Operator shall employ a qualified, experienced, and professional manager, in the determination of the County, who shall be fully responsible for the day-to-day management of Operator's Activities.

2.12.2. Operator shall provide a responsible person on the Leased Premises to supervise Operator's Activities and such person shall be qualified and authorized to represent and act for and on behalf of Operator during all hours of Activities with respect to the method, manner, and conduct of Operator and Operator's Activities. When such person is not on the Leased Premises, such person shall be immediately available by telephone.

2.12.3. Operator shall have in its employ, on duty, and immediately available during hours of Activity, properly trained, qualified, and courteous employees in such numbers as are required to fully comply with these

Minimum Standards and to meet the reasonable demands of customers for each Activity being conducted by Operator in a safe, secure, efficient, courteous, prompt, and professional manner.

- 2.12.4. Operator shall control the conduct, demeanor, and appearance of its employees. It shall be the responsibility of Operator to maintain close supervision over its employees to ensure that high quality products, services, and facilities are consistently being provided to Airport users in a safe, secure, efficient, courteous, prompt, and professional manner.

2.13. Aircraft, Equipment, and Vehicles

- 2.13.1. Operator required Aircraft, Equipment, and Vehicles must be fully operational and available at all times and capable of providing all required products and services in a manner consistent with intended use.
 - 2.13.1.1. Aircraft, Equipment, and Vehicles may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance as long as: (a) appropriate measures are being taken to return the Aircraft, Equipment, or Vehicle to service as soon as possible and (b) fully operational back-up Aircraft, Equipment, and Vehicles are available at all times.

2.14. Hours of Activity

- 2.14.1. Operator hours of activity and contact information for after hours service shall be clearly posted in public view using appropriate and professional signage approved in advance by the County.
- 2.14.2. Unless otherwise stated in these Minimum Standards, Operator's services shall be continuously offered and available to meet reasonable demand of customers for the Activity.
- 2.14.3. Unless otherwise stated in these Minimum Standards, Operator's services shall be available all other times (after hours), on-call, with response time not to exceed one hour.

2.15. Security

- 2.15.1. Operator shall fully comply with the County's security requirements and/or best practices as applicable to the Leased Premises and Activities including related Rules and Regulations.
- 2.15.2. Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the County including the name of the primary and secondary contacts and a 24-hour telephone number for both individuals. Operator must comply with all applicable reporting requirements as established by the County, FAA, DHS, TSA, and any other Agencies.
 - 2.15.2.1. Upon request, Operators that are required to comply with a TSA security program must demonstrate written compliance with all relevant and applicable TSA requirements to the County within 10 business days.

2.16. Insurance

- 2.14.1. Operator shall, at its own expense, procure and maintain, without interruption during the entire term of its Agreement, insurance of the kinds and limits required by Regulatory Measures and set forth in Attachment A (Minimum Insurance Requirements) of these Minimum Standards. All insurance coverage shall be issued by an insurer licensed by the Insurance Commissioner to conduct business in the State of Mississippi.
- 2.16.1.1. When coverage and/or the amounts set forth in Attachment A (Minimum Insurance Requirements) are not commercially available, replacement coverage and/or amounts in writing by the County must be in place.
- 2.16.1.2. The County reserves the right to require more or different types of insurance coverage based on Operator's individual risks or exposures.
- 2.16.2. When Operator engages in more than one Activity, the minimum coverage and amounts shall be established by the County and may vary depending upon the nature of each Activity or combination of Activities, but shall not necessarily be cumulative.
- 2.16.2.1. While it may not be necessary for Operator to procure and maintain insurance for the combined total of the minimum requirements of each Activity, Operator shall procure and maintain insurance for all exposures in amounts at least equal to the greatest of the required minimum or as stipulated by the County.
- 2.16.3. All insurance, which Operator is required to carry and keep in full force and effect, shall name the County, its employees, volunteers, and agents as additional insured.
- 2.16.4. Liability policies shall contain, or be endorsed to contain, the following provisions:
 - 2.16.4.1. "Monroe County Board of Supervisors, its employees, volunteers, and agents are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of Operator; premises owned, leased, occupied, or used by Operator; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by Operator. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by Agent or Monroe County."
 - 2.16.4.2. "Such insurance, as to the interest of the County only, shall not be invalidated by any act or neglect or breach of contract of Operator. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect

coverage provided to Monroe County Board of Supervisors, its employees, volunteers, and agents. Operator's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer's liability."

- 2.16.4.3. "Coverage shall not be suspended, voided, cancelled, nonrenewed, changed, or allowed to lapse for any reason or reduced in coverage or in limits except after 30 calendar days prior written notice, 10 days prior written notice for cancellation for nonpayment of premium, by certified mail, return receipt requested, has been given to the County."
- 2.16.5. Certificates of Insurance issued by the Operator's insurance carrier for the insurance coverage required by Regulatory Measures and set forth in these Minimum Standards for each Activity shall be delivered to the County upon execution of any Agreement, or when approval is given by the County to conduct any Activity at the Airport. Thereafter, Operator shall provide Certificates of Insurance to the County prior to the expiration date of coverage. In addition, Operator shall furnish a Certificate of Insurance if any change (e.g., changing underwriters, coverage, or amounts) occurs.
- 2.16.6. The coverage and amounts stipulated herein for each Activity represent the minimum coverage and amounts that shall be maintained by Operator, at all times, to engage in Activities at the Airport. Operator is encouraged to secure higher amounts.
- 2.16.7. Any self-insured Operator shall furnish evidence of such self-insurance and shall defend, indemnify, save, protect, and hold harmless the Monroe County Board of Supervisors, its employees, volunteers, and agents in the event of any claims or litigation arising out of the Activities at the Airport. Such evidence shall be reviewed and approved in writing by the County.
- 2.16.8. Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the County.

2.17. Indemnification and Hold Harmless

- 2.17.1. Operator shall defend, indemnify, save, protect, and hold harmless the Monroe County Board of Supervisors, its employees, volunteers, and agents from and against (and reimburse the County) for any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, and expert fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or

suffered by the County and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from the County's sole negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management or control of the Leased Premises by Operator, whether or not due to Operator or Operator's own act or omission; (c) any condition created in or about the Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Operator or the Operator's obligations under any Agreement.

- 2.17.2. Operator shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Monroe County Board of Supervisors, its employees, volunteers, and agents in the event of an environmental contaminating accident or incident caused by Operator or its employees, vendors, suppliers, or contractors.
- 2.17.3. Nothing herein shall constitute a waiver of any protection available to the Monroe County Board of Supervisors, its employees, volunteers, and agents under the State of Mississippi's governmental immunity act or similar statutory provision.

2.18. Taxes

- 2.18.1. Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Leased Premises or Activities at the Airport.

2.19. Multiple Activities

- 2.19.1. When more than one Activity is conducted by an Operator at the Airport, the minimum standards or requirements shall be established by the County.
- 2.19.2. The minimum standards or requirements for combined Activities shall not be:
 - 2.19.2.1. less than the highest standard or requirement for each element (e.g., land, hangar, office, shop, etc.) within the combined Activities, or
 - 2.19.2.2. greater than the cumulative standards or requirements for all of the combined Activities.

2.20. Proprietary Exclusive Rights

- 2.20.1. The County is currently exercising its proprietary exclusive right, granted by the FAA, for the provision of the following Commercial Aeronautical Activities:
 - 2.20.1.1. Aviation Fuels (Jet Fuel and Avgas)
 - 2.20.1.2. Passenger, Crew, and Aircraft Ground Services, Support, and Amenities
 - 2.20.1.3. Transient Aircraft Parking and Storage

2.21 Enforcement

2.20.1. In the event an entity fails to comply with these Minimum Standards, the County shall send a written statement of violation to such entity at its last known address. The entity shall have 10 business days within which to (a) provide a statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected or (b) when and how the violation will be corrected. The County, in its sole discretion, has the right to suspend the entity's operations and/or revoke the entity's privileges at the Airport, as the County deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the County. The entity shall pay for any costs incurred by the County, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

3. AIRCRAFT MAINTENANCE OPERATOR (SASO)

3.1. Introduction

- 3.1.1. An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft Maintenance, parts, accessories, and related components (as defined in 14 CFR Part 43) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.
- 3.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this Section.

3.2. Leased Premises

- 3.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following.
- 3.2.2. For Operators performing Aircraft Maintenance, the minimum facility requirements are as follows:

	Single-Engine Piston Aircraft (SF)	Multi-Engine Piston Aircraft (SF)	Turboprop Aircraft (SF)	Turbojet Aircraft (SF)
Contiguous Land (Lessee only)	27,360			
Customer area (Lessee)	500			
Customer area (Sublessee)	Immediate access			
Administrative area	500			
Shop area	1,000			
Hangar area	10,000			

- 3.2.2.1. Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.
- 3.2.2.2. Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.
- 3.2.2.3. Shop area shall include adequate and dedicated space for employee work areas and storage for Aircraft parts, accessories, related components, and equipment.
- 3.2.2.4. Hangar area shall be at least equal to the square footage required for the type of Aircraft Maintenance being provided (as identified in the table in Section 3.2.2.) or large enough to accommodate the largest Aircraft undergoing Aircraft Maintenance, whichever is greater.

3.3. Licenses and Certification

- 3.3.1. Operator shall fully comply with the Licenses and Certification requirements for Aircraft Maintenance as identified in Section 2.11.

3.4. Employees

- 3.4.1. If Operator is providing Aircraft Maintenance on Piston Aircraft only:
- 3.4.1.1. Operator shall employ one A & P Mechanic and one customer service representative as Employees who shall be available during the required hours of activity.

- 3.4.1.1.1. An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P mechanic is performing duties off-premises.
 - 3.4.2. If Operator is providing Aircraft Maintenance on Turboprop and Turbojet Aircraft:
 - 3.4.2.1. Operator shall employ two A & P Mechanics and one customer service representative as Employees who shall be available during the required hours of activity.
 - 3.4.2.1.1. An A & P Mechanic may fulfill the responsibilities of the customer service representative unless the A & P mechanic is performing duties off-premises.
 - 3.4.3. Operators providing annual or phase inspections shall employ one A & P Mechanic having Inspection Authorization (IA).

3.5. Equipment

- 3.5.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts.

4. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

4.1. Introduction

4.1.1. An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments) for Aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator on the Airport.

4.1.2. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this Section.

4.2. Leased Premises

4.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessees, but not less than the following.

4.2.1.1. For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum facility requirements are as follows:

	Single-Engine Piston Aircraft (SF)	Multi-Engine Piston Aircraft (SF)	Turboprop Aircraft (SF)	Turbojet Aircraft (SF)
Contiguous Land (Lessee only)	9,360			
Customer area (Lessee)	250			
Customer area (Sublessee)	Immediate access			
Administrative area	250			
Shop area	250			

4.2.1.2. For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows:

	Single-Engine Piston Aircraft (SF)	Multi-Engine Piston Aircraft (SF)	Turboprop Aircraft (SF)	Turbojet Aircraft (SF)
Contiguous Land (Lessee only)	9,360			
Customer area (Lessee)	250			
Customer area (Sublessee)	Immediate access			
Administrative area	250			
Shop area	500			
Hangar area	4,900			

4.2.1.3. Customer area (for a Lessee) shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.

4.2.1.4. Administrative area shall include adequate and dedicated space for Employee offices, work areas, and storage.

- 4.2.1.5. Shop area shall include adequate and dedicated space for employee work areas and storage for Aircraft parts and equipment.
- 4.2.1.6. Hangar area (if required) shall be at least equal to the square footage stipulated for the type of service being provided (as identified herein) or large enough to accommodate the largest Aircraft being serviced, whichever is greater.

4.3. Licenses and Certifications

- 4.3.1. Operator shall be properly certificated by the FAA as a Repair Station, as defined by 14 CFR Part 145.

4.4. Employees

- 4.4.1. Operator shall employ at least one technician and one customer service representative as Employees who shall be available during required hours of activity.
 - 4.4.1.1. Technician may fulfill the responsibilities of the customer service representative unless technician is performing duties off-premises.

4.5. Equipment

- 4.5.1. Operator shall provide sufficient shop space, Equipment, supplies, and availability of parts as required for certification by the FAA as a Repair Station, as stipulated in Operator's 14 CFR Part 145 Repair Station Manual.

5. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

5.1. Introduction

- 5.1.1. An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public at (on) the Airport.
- 5.1.2. A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public at (on) the Airport.
 - 5.1.2.1. A person holding a current FAA Certified Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's Aircraft and is not compensated by the Aircraft Owner or any other party and does not make Flight Training available to the public, shall not be deemed a Commercial Activity.
- 5.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this Section.

5.2. Leased Premises

- 5.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following:
 - 5.2.1.1. Contiguous Land (Lessee only, see Section 2.5.1.1) – 9,360 square feet
 - 5.2.1.2. Apron/Paved Tiedowns (Lessee only, see Section 2.5.1.1) shall be adequate to accommodate at least one Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in Operator's fleet at the Airport, whichever is greater.
 - 5.2.1.2.1. If Operator utilizes a Hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.
 - 5.2.1.3. Facilities shall include customer and administrative areas.
 - 5.2.1.3.1. Customer area (for a Lessee) shall be at least 250 square feet to include adequate space for customer lounge, class/training rooms, and restrooms.
 - 5.2.1.3.2. Customer area (for a Sublessee) shall have immediate access to include adequate space for class/training rooms. Operator's customers shall have immediate access to customer lounge and restrooms.
 - 5.2.1.3.3. Administrative area shall be at least 180 square feet to include adequate and dedicated space for employee offices, work areas, and storage.
 - 5.2.1.4. The following land, shop and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control) of Operator.
 - 5.2.1.4.1. Contiguous Land (Lessee only) – 9,360 square feet
 - 5.2.1.4.2. Shop area shall be at least 500 square feet to include adequate and dedicated space for

employee work areas and storage for Aircraft parts, accessories, related components, and equipment.

5.2.1.4.3.

Hangar area shall be at least 4,900 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

5.2.1.5.

If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.

5.3. Licenses and Certifications

5.3.1. Flight Training Operators shall have at least one flight instructor with the appropriate ratings and medical certification to provide flight instruction through commercial pilot and instrument rating.

5.4. Employees

5.4.1. Operator shall employ at least one flight instructor and one customer service representative as Employees who shall be available during required hours of activity.

5.4.1.1.

A flight instructor may fulfill the responsibilities of the customer service representative unless the flight instructor is performing duties off-premises.

5.4.2. Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

5.5. Equipment

5.5.1. Operator shall have at least two properly certified and airworthy Aircraft available for rental or use in Flight Training, as applicable. All Aircraft available for rental or use in Flight Training shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

5.5.2. Flight Training Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

5.6. Hours of Activity

5.6.1. Operator shall be open and services shall be available to meet the reasonable demands of customers for this Activity six days a week, eight hours a day.

5.7. Insurance Disclosure

5.7.1. Disclosure Requirement: Any Operator conducting Aircraft rental or Flight Training shall post a notice (and incorporate within the rental and instruction agreements) identifying the insurance coverage provided to the renter or student by Operator and how these insurance coverage apply or where additional information can be obtained, as well as a statement advising that additional insurance coverage is available to such renter or student through the purchase of an individual non-ownership liability policy. Operator shall provide a copy of such notice to the County.

6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

6.1. Introduction

- 6.1.1. An Aircraft Charter Operator is a Commercial Operator engaged in on demand common carriage for persons or Property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125) on the Airport.
- 6.1.2. An Aircraft Management Operator is a Commercial Operator engaged in the business of providing Aircraft management including, but not limited to, flight dispatch, flight crews, or Aircraft Maintenance coordination to the public on the Airport.
- 6.1.3. In addition to the General Requirements set forth in Section 2, each Operator at the Airport shall fully comply with the following minimum standards set forth in this Section.

6.2. Leased Premises

- 6.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following:
 - 6.2.1.1. Contiguous Land (Lessee only, see Section 2.5.1.1) – 9,360 square feet.
 - 6.2.1.2. Apron/Paved Tiedowns (Lessee only, see Section 2.5.1.1) shall be adequate to accommodate at least one Aircraft having a minimum wingspan of 40 feet or all Aircraft in Operator's fleet, whichever is greater.
 - 6.2.1.2.1. If Operator utilizes a Hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.
 - 6.2.1.3. Facilities shall include customer and administrative areas.
 - 6.2.1.3.1. Customer area (for a Lessee) shall be at least 250 square feet to include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, and restrooms.
 - 6.2.1.3.2. Administrative area shall be at least 180 square feet to include adequate and dedicated space for employee offices, work areas, and storage.
 - 6.2.1.4. The following land, shop and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator.
 - 6.2.1.4.1. Contiguous Land (Lessee only) – 9,360 square feet
 - 6.2.1.4.2. Shop area shall be at least 500 square feet to include adequate and dedicated space for employee work areas and storage for Aircraft parts and equipment.
 - 6.2.1.4.3. Hangar area shall be at least 4,900 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.

- 6.2.1.5. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.

6.3. Licenses and Certifications

- 6.3.1. Aircraft Charter Operators shall have and provide copies to the County of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the County within three business days.

6.4. Employees

- 6.4.1. Operator shall employ at least one chief pilot, one commercial pilot (who may also serve as the chief pilot), and one customer service representative as Employees who shall be available during the required hours of activity.

- 6.4.1.1. The chief pilot or the commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off-premises.

- 6.4.2. Aircraft Management Operator shall employ at least one customer service representative as an Employee who shall be available during required hours of activity.

6.5. Equipment

- 6.5.1. Aircraft Charter Operator shall provide, either owned or under written lease to Operator and under the full and exclusive control of Operator, at least one certified and continuously airworthy Aircraft which shall be equipped for and fully capable of flight under instrument conditions.

6.6. Hours of Activity

- 6.6.1. Operator services shall be available to meet the reasonable demands of customers for this Activity.

- 6.6.2. After hours, on-call response time requirements follow. Each response time is predicated upon the previous step.

- 6.6.2.1. Operator's initial response to a prospective customer's inquiry shall not exceed one hour.

- 6.6.2.2. A trip quote shall be provided to the prospective customer within one hour of that time.

- 6.6.2.3. Notwithstanding circumstances beyond Operator's control, Operator shall be able to initiate the flight within two hours of that time.

7. AIRCRAFT SALES OPERATOR (SASO)

7.1. Introduction

- 7.1.1. An Aircraft Sales Operator is a Commercial Operator engaged in the sale of more than three new and/or used Aircraft during a 12-month period on the Airport. This excludes individuals selling personally owned Aircraft, unless the individual purchases Aircraft for the primary purpose of resale.
- 7.1.2. In addition to the General Requirements set forth in Section 2, each Aircraft Sales Operator at the Airport shall fully comply with the following minimum standards set forth in this Section.

7.2. Leased Premises

- 7.2.1. Operator engaging in this Activity shall have adequate land and Improvements to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following:
 - 7.2.1.1. Contiguous Land (Lessee only, see Section 2.5.1.1) – 9,360 square feet.
 - 7.2.1.2. Apron/Paved Tiedowns (Lessee only, see Section 2.5.1.1) shall be adequate to accommodate at least one Aircraft having a minimum wingspan of 40 feet or all Aircraft in Operator's fleet, whichever is greater.
 - 7.2.1.2.1. If Operator utilizes a Hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.
 - 7.2.1.3. Facilities shall include customer and administrative areas.
 - 7.2.1.3.1. Customer area (for a Lessee) shall be at least 250 square feet and shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge, and restrooms.
 - 7.2.1.3.2. Administrative area shall be at least 180 square feet and shall include adequate and dedicated space for employee offices, work areas, and storage.
 - 7.2.1.4. The following land, shop and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator.
 - 7.2.1.4.1. Contiguous Land (Lessee only) – 9,360 square feet
 - 7.2.1.4.2. Shop area shall be at least 500 square feet to include adequate and dedicated space for employee work areas and storage for Aircraft parts and equipment.
 - 7.2.1.4.3. Hangar area shall be at least 4,900 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
 - 7.2.1.5. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.

7.3. Dealership

7.3.1. Operator, who is an authorized factory sales franchise, dealer, or distributor either on a retail or wholesale basis, shall have available or shall make available (with reasonable advance notice) at least one current model demonstrator of Aircraft in each of its currently authorized product lines.

7.4. Licenses and Certifications

7.4.1. Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all Aircraft offered for sale.

7.5. Employees

7.5.1. Operator shall employ at least one commercial pilot.

7.6. Sales Guarantee or Warranty

7.6.1. Operator shall provide necessary and satisfactory arrangements for Aircraft Maintenance in accordance with any sales guarantee or warranty period.

8. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

8.1. Introduction

8.1.1. This section pertains to other Commercial SASOs engaging in limited Aircraft services and support Activities (see Section 8.1.1.1.), miscellaneous Commercial services and support Activities (see Section 8.1.1.2.), or air transportation services for hire Activities (see Section 8.1.1.3.).

8.1.1.1. **Limited Aircraft Services and Support** - are defined as limited Aircraft, engine, or accessory support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.) or other related Aircraft services and support Activities.

8.1.1.2. **Miscellaneous Commercial Services and Support** - are defined as ground instruction, simulator training, scheduling and dispatching, or any other related (miscellaneous) Commercial services and support Activities.

8.1.1.3. **Other Air Transportation Services for Hire** - are defined as nonstop sightseeing flights (flights that begin and end at the Airport and are conducted within a 25 statute mile radius of the Airport); flights for aerial photography or survey, fire fighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

8.1.2. In addition to the General Requirements set forth in Section 2, each of the SASOs described in Section 8.1.1. at the Airport shall fully comply with the following minimum standards set forth in this Section.

8.2. Leased Premises

8.2.1. Operator engaging in this Activity shall have adequate land and Improvements, as appropriate and as agreed to by the County, to accommodate all Activities of Operator and all approved Sublessee(s), but not less than the following for the agreed upon elements, which are not cumulative:

8.2.1.1. Contiguous Land (Lessee only, see Section 2.5.1.1) – 9,360 square feet

8.2.1.2. Apron/Paved Tiedowns (Lessee only, see Section 2.5.1.1) shall be required and adequate to accommodate one Aircraft having a minimum wingspan of 40 feet or all of the Aircraft in Operator's fleet at the Airport, whichever is greater.

8.2.1.2.1. If Operator utilizes a Hangar for storing all of the Aircraft in Operator's fleet at the Airport, Paved Tiedowns are not required.

8.2.1.3. Facilities shall include customer and administrative areas.

8.2.1.3.1. Customer area (for a Lessee) shall be at least 250 square feet and shall include adequate space for (or in the case of a Sublessee, immediate access to) customer lounge and restrooms.

8.2.1.3.2. Administrative area shall be at least 180 square feet or sufficient to accommodate the administrative

functions associated with the Activity, whichever is greater, to include adequate and dedicated space for employee offices, work areas, and storage.

- 8.2.1.4. The following land, Shop, and Hangar areas are required if Operator is conducting Aircraft Maintenance on Aircraft owned, leased, and/or operated by (and under the full and exclusive control of) Operator.
 - 8.2.1.4.1. Contiguous Land (Lessee only) – 9,360 square feet
 - 8.2.1.4.2. Shop area shall be at least 500 square feet to include adequate and dedicated space for employee work areas and storage for Aircraft parts and equipment.
 - 8.2.1.4.3. Hangar area shall be at least 4,900 square feet or large enough to accommodate the largest Aircraft in Operator's fleet at the Airport maintained by Operator, whichever is greater.
- 8.2.1.5. If Operator provides Aircraft Maintenance on other Aircraft, Operator shall fully comply with the minimum standards for an Aircraft Maintenance Operator.

8.3. *Employees*

- 8.3.1. Operator shall provide a sufficient number of Employees to carry out Activity in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for this Activity.

8.4. *Equipment*

- 8.4.1. Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one certified and continuously airworthy Aircraft.
- 8.4.2. Operator shall have sufficient materials and/or supplies available to support the Activity.

8.5. *Hours of Activity*

- 8.5.1. Operator services shall be available during the hours maintained by qualified and experienced entities providing comparable services and/or engaging in similar Activities at comparable airports in like markets.
- 8.5.2. Operator's services shall be available to meet the reasonable demands of customers for the Activity.

9. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

9.1. Introduction

9.1.1. The County recognizes that Aircraft Operators using the Airport may, from time to time, have specialized service requirements (i.e., Aircraft Maintenance, Flight Training, etc.). When specialized service is required, but is not available at the Airport through existing Operators due to the specialized nature of the service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the County may allow an Aircraft Operator to solicit and utilize the services of a qualified and experienced Operator to provide said services.

9.1.1.1. Aircraft Operator shall initialize the process by informing the County about the specialized services desired, the timeframe for the execution of said services, and the Temporary Specialized Aviation Service Operator to provide such services.

9.1.1.2. Aircraft Operator shall be responsible for assuring that the Temporary Specialized Aviation Service Operator complies with all Regulatory Measures while at the Airport.

9.1.2. In addition to the applicable General Requirements set forth in Section 2 (which exclude Section 2.10., Hours of Activity), each Temporary Specialized Aviation Service Operator at the Airport shall comply with the following minimum standards set forth in this Section.

9.2. Scope of Activity

9.2.1. Temporary Specialized Aviation Service Operator shall conduct Activity on the Leased Premises of the Aircraft Operator in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing comparable services and/or engaging in similar Activities at comparable airports in like markets.

9.3. General Aviation Operator Permit

9.3.1. Prior to engaging in Activity at the Airport, Temporary Specialized Aviation Service Operator must obtain a General Aviation Operator Permit from the County for a specific period of time (typically no more than 30 calendar days).

9.3.1.1. Renewal shall be subject to the Temporary Specialized Aviation Service Operator's compliance with all terms and conditions of the approved General Aviation Operator Permit.

9.3.2. Temporary Specialized Aviation Service Operator shall fully comply with all requirements for the permitted Activities and limit service provided to the Operator, area, and time period identified in the approved General Aviation Operator Permit.

9.3.3. Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the County prior to Operator engaging in Activities on the Airport.

10. GENERAL AVIATION OPERATOR PERMIT

10.1. Application

- 10.1.1. Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections and submit a General Aviation Operator and Lessee Application (Application) to the County and obtain a General Aviation Operator Permit (Permit) from the County prior to conducting the desired Activity(ies) at the Airport.
- 10.1.2. Applicant shall submit all of the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the County in order to properly and fully evaluate the Application and facilitate an analysis of the prospective operation including, but not limited to, verifiable qualifications and experience; past and current financial performance, condition, and capability (as evidenced by historical and current financial statements); references; etc.
- 10.1.3. No Application will be deemed complete that does not provide the County with the information, data, and/or documentation necessary to enable the County to make a meaningful assessment of Applicant's prospective operation and determine whether or not the Applicant's prospective operation will comply with all applicable Regulatory Measures and be compatible with the Airport's Master Plan, Airport Layout Plan, and/or Land Use Plan.
- 10.1.4. Following review and approval by the County and subject to the Applicant fully complying with all requirements, a Permit will be issued by the County.

10.2. Approved General Aviation Operator Permit

- 10.2.1. The Permit will be valid for the time period indicated in the Permit as long as Operator meets the following requirements:
 - 10.2.1.1. The information submitted by Operator is and remains current. Operator shall notify the County in writing within 15 business days of any change to the information submitted by the Operator.
 - 10.2.1.2. Operator remains in full compliance with all applicable Regulatory Measures and the terms and conditions of the Permit.
- 10.2.2. The Permit may not be assigned or transferred and shall be limited solely to the approved Activity(ies) identified in the Permit.
- 10.2.3. For Lessees, the Permit shall be incorporated by reference to the Lessees' Agreement. The breach of any portion of the Permit by Operator, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated Agreement allowing the County the option to terminate the Permit and/or the Agreement.

10.3. Existing Operator with an Existing Agreement

- 10.3.1. No Change in Scope of Activities
 - 10.3.1.1. Upon adoption of these Minimum Standards, an existing Operator with an existing Agreement may engage in the

Activities permitted under the Agreement without submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Regulatory Measures.

10.3.2. Change in Scope of Activities

10.3.2.1. Prior to engaging in any new Activity not permitted under an existing Agreement or Permit or changing or expanding the scope of Activities permitted under an existing Agreement or Permit, Operator shall complete and submit an Application to, and receive a Permit from, the County prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.

11. NON-COMMERCIAL HANGAR LESSEE

11.1. Introduction

- 11.1.1. A Non-Commercial Hangar Lessee is an entity which owns or leases an Aircraft storage facility at the Airport for the purpose of storing Aircraft owned, leased, and/or operated by (and under full and exclusive control of) the entity for Non-Commercial purposes only.
- 11.1.2. Non Commercial Hangar Lessee shall provide evidence of Aircraft ownership, lease, or operation (full and exclusive control).
 - 11.1.2.1. If the Aircraft is being leased or operated by (and under the full and exclusive control of) entity, entity shall provide the County with a copy of the lease or operating agreement.
 - 11.1.2.2. The County will determine if the lease or operating agreement demonstrates if the Non-Commercial Hangar Lessee has the full and exclusive control of the aircraft.
- 11.1.3. No Commercial Activity of any kind shall be permitted on or from the Leased Premises.
- 11.1.4. Non-Commercial Hangar Lessee shall not be permitted to Sublease any land or improvements on the Leased Premises without written consent from the County.
- 11.1.5. In addition to the applicable General Requirements set forth in Section 2, each Non-Commercial Hangar Lessee at the Airport shall fully comply with the following requirements set forth in Section 11.

11.2. Leased Premises

- 11.2.1. Non-Commercial Hangar Lessee shall have adequate land and Improvements to accommodate all Non-Commercial Activities of entity.

11.3. Ownership Structure

- 11.3.1. Hangar development may be accomplished by any entity approved by the County including Associations.
 - 11.3.1.1. Association membership shall be contingent upon ownership interest in the Association of a proportionate share of the Non-Commercial Hangar facility which consist of not less than one individual hangar, or an equal portion of the "common" Hangar area which is consistent with the total number of members/shareholders.
 - 11.3.1.2. All members/shareholders of the Association shall be declared to the County at the time the Application is submitted. Thereafter, the Association and/or each member/shareholder of the Association shall be required to demonstrate ownership (as required herein) as may be requested by the County from time to time. One individual shall be appointed to represent the Association.
 - 11.3.1.3. The Hangar facilities owned or leased by the Association shall be exclusively for storage of Aircraft owned by the member(s)/shareholder(s) of the Association and for no other purpose whatsoever.

- 11.3.1.4. The Association may not utilize nor cause the Leased Premises to be utilized for speculative development.
- 11.3.1.5. Each member/shareholder of the Association shall be responsible and jointly and severally liable with all other members/shareholders for the Association's compliance with applicable Regulatory Measures.
- 11.3.1.6. Each member/shareholder of the Association shall provide appropriate written confirmation of membership status or share ownership upon request of the County.
- 11.3.1.7. All Association members/shareholders declared to the County in accordance with Section 11.3.1.2. hereof shall remain jointly and severally liable to the County for the Association's compliance with applicable Regulatory Measures, regardless of whether the membership or ownership of the Association changes, unless a release of the liability of a former Association member is approved in writing by the County.

12. GENERAL AVIAITON SELF-FUELING PERMITTEE

12.1. Introduction

- 12.1.1. This section sets forth the standards prerequisite to an entity desiring to engage in General Aviation Self-Fueling (Self-Fueling) at the Airport. Any entity engaging in Self-Fueling shall also be required to fully comply with applicable Regulatory Measures.
- 12.1.2. In addition to the applicable General Requirements set forth in Section 2, each entity engaging in Self-Fueling at the Airport shall fully comply with the following minimum standards set forth in Section 12.

12.2. Permit/Approval

- 12.2.1. No entity shall engage in Self-Fueling unless a valid Self-Fueling Permit authorizing such activity has been obtained from the County. Such entities shall herein be referred to as Self-Fueling Permittees.
- 12.2.2. The Self-Fueling Permit shall not reduce or limit Self-Fueling Permittee's obligations with respect to these Self-Fueling standards, which shall be included in the Self Fueling Permit by reference.
- 12.2.3. Prior to issuance and subsequently upon request of the County, Self-Fueling Permittee shall provide evidence of ownership or lease of any Aircraft being operated (under the full and exclusive control of) and Fueled by Self-Fueling Permittee.
 - 12.2.3.1. If the Aircraft is being leased or operated by (under the full and exclusive control of) Self-Fueling Permittee, Self-Fueling Permittee shall provide the County with a copy of the lease, use, and/or operating agreement.
 - 12.2.3.2. The County will determine if the lease, use, and/or operating agreement demonstrates if the Self-Fueling Permittee has the full and exclusive control of the Aircraft.

12.3. Fuel Storage

- 12.3.1. Self-Fueling Permittee shall demonstrate that satisfactory arrangements have been made for the storage of Fuel, as follows:

- 12.3.1.1. through Self-Fueling Permittee's Fuel storage facility at the Airport in a location consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan and approved by the County.

- 12.3.1.1.1. Entities authorized by the County shall lease land and construct or install an above-ground Fuel storage facility in the designated Fuel storage area.
- 12.3.1.1.2. In no event shall the total storage capacity be less than the following:

Fuel Storage Facility		
Jet Fuel		
Number of tanks		1
Size of each tank (gallons)		10,000
Avgas		
Number of tanks		1
Size of each tank (gallons)		10,000

- 12.3.1.1.3. A fuel storage facility in the designated Fuel storage area shall denote the Aircraft FAA N-

number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12 inch characters on each side of the Fuel storage facility.

12.4. Fueling Equipment

12.4.1. Self-Fueling Permittee shall utilize a Refueling Vehicle and/or a Fixed Fueling Station for dispensing Fuel into Self-Fueling Permittee's Aircraft.

12.4.1.1. If utilizing a Refueling Vehicle, Self-Fueling Permittee shall utilize a single Refueling Vehicle for each type of Fuel to be dispensed as follows:

Refueling Vehicles	
Jet Fuel	
Minimum capacity (gallons)	1,500
Maximum capacity (gallons)	3,000
Avgas	
Minimum capacity (gallons)	750
Maximum capacity (gallons)	1,500

12.4.1.1.1. All Refueling Vehicles shall be capable of bottom loading.

12.4.1.1.2. Refueling Vehicle shall denote the Aircraft FAA N-number(s) identified on the Self-Fueling Permittee's Self-Fueling Permit with 12 inch characters on each side of the Refueling Vehicle.

12.5.2 Self-Fueling Permittee shall develop and maintain SOP for Fueling and shall ensure compliance with standards set forth in AC 00-34A, entitled "Aircraft Ground Handling and Servicing". Self-Fueling Permittee's SOP shall include a training plan, Fuel quality assurance procedures and associated record keeping, and emergency response procedures to Fuel spills and fires. Self-Fueling Permittee's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) Refueling Vehicles, Fueling Equipment, and Fuel storage facilities. Self-Fueling Permittee's SOP shall be submitted to the County no later than 30 calendar days before Self-Fueling Permittee is scheduled to commence Self-Fueling at the Airport and it shall be resubmitted any time changes are planned.

12.5. Limitations

12.5.1. Self-Fueling Permittee shall not sell and/or dispense Fuels to Based Aircraft or Transient Aircraft that are not owned, leased, and/or operated by (under the full and exclusive control of) Self-Fueling Permittee. Any such selling or dispensing shall be grounds for immediate revocation of the Self-Fueling Permit by the County.

12.5.1.1. Revocation upon first violation will be for a period of one year.

12.5.1.2. Revocation upon second violation will be for a period of five years.

12.5.1.3. Revocation upon a third violation shall be permanent.

12.6. Emergency Public Service

- 12.6.1. Entities providing an Emergency Public Service are not required to meet the minimum standards identified in Section 12.3.1. Further, these entities are not required to meet the minimum standards identified in Sections 12.5.1. unless Fuel is being delivered to Aircraft by Refueling Vehicles or through a Fixed Fueling Station.
- 12.6.2. Storage and delivery of Fuel for Aircraft operated by Emergency Public Service entities must be approved, in advance by the County.
- 12.6.3. All other minimum standards identified in Section 15 must be adhered to by the entity providing Emergency Public Service.