

**MINIMUM STANDARDS  
FOR OPERATORS OF AERONAUTICAL ACTIVITIES AT  
JOHN C. TUNE AIRPORT  
NASHVILLE, TENNESSEE**



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## **SECTION 1**

### **GENERAL INFORMATION**

#### **PURPOSE**

These Minimum Standards prescribe the minimum standards for any Person conducting one or more Aeronautical Activities at John C. Tune Airport (the “Airport”). The adoption of these Minimum Standards is to establish a minimum acceptable level of service and by no means implies a right to conduct any Aeronautical Activity at the Airport. The Airport shall include, without limitation, all runways, taxiways, rights-of-way, ramps, aprons, aircraft and vehicle parking areas, storage areas of all kinds and descriptions, improvements, utilities, facilities or other real property, necessary, convenient or desirable for the landing, take-off, accommodation or servicing of aircraft of all types.

#### **INTRODUCTION**

These Minimum Standards are promulgated by The Metropolitan Nashville Airport Authority (the “Authority”) to foster the establishment and orderly development of a sound economic base for the Airport; to set forth the minimum requirements for any Person to engage in commercial Aeronautical Activities at the Airport; to promote safety in all Airport activities; to maintain a high quality of service for Airport users; to protect Airport users from unlicensed and unauthorized products and services; to enhance the availability of adequate services for all Airport users; to provide for the future development of the Airport; and to promote fair competition at the Airport. These Minimum Standards shall not amend, modify or supersede federal, state or local laws or regulations. Unless otherwise defined in these Minimum Standards, defined terms used herein shall have the meanings ascribed to them in **Appendix A** to these Minimum Standards.

#### **CONDUCT OF OPERATOR**

##### **Policy**

It is the policy of the Authority to extend the opportunity for conducting an Aeronautical Activity at the Airport to any Person meeting the Authority’s published standards for such Aeronautical Activity, subject to the availability of suitable space at the Airport. The Authority’s John C. Tune Airport Master Plan provides the basis for determining whether suitable space is available.

##### **Fair and Nondiscriminatory Services**

An Operator shall conduct all activities authorized or approved by the Authority at the Airport on a fair and not unlawfully discriminatory basis to all Persons, and shall charge fair, reasonable and not unlawfully discriminatory prices for each product or unit of service; provided,

however, that an Operator may make reasonable discounts, rebates or other similar types of price reductions to volume purchasers, if permitted by applicable laws and regulations.

## **Title VI, Civil Rights Assurances**

Each Operator shall assure the Authority that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall, on the grounds of race, creed, color, national origin or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. Each Operator also shall assure the Authority that no person shall be excluded on these grounds from participating in or receiving the services or benefits or any program or activity covered by 14 CFR Part 152, Subpart E. In addition, each Operator also shall further assure the Authority that it will require its covered suborganizations and sublessees to provide assurances that they similarly will undertake affirmative action programs and that they shall require assurances from their suborganizations and sublessees as required by 14 CFR Part 152, Subpart E, to the same effect.

## **Compliance Inspections**

The Authority and its authorized agents shall have the right to inspect, at any time during normal business hours, all Airport premises, together with the structures or improvements thereon, and all aircraft, equipment, licenses and registrations and records of each Operator and its officers, agents and representatives. The Authority shall conduct quarterly lease compliance inspections.

## **Rates and Charges**

Product prices and charges for services and rates charged by Operators shall not be excessive, discriminatory or otherwise unreasonable. The product prices and charges for services and rates of an Operator shall be submitted to the Authority for review on an annual basis, or when requested.

## **Severability/Termination**

In the event that any provision of these Minimum Standards shall for any reason be determined to be invalid, illegal or unenforceable in any respect, the other provisions of these Minimum Standards shall remain in full force and effect.

## **Expansion of Services**

When an Operator wishes to qualify and conduct a specialized Aeronautical Activity not already being provided at the Airport, the Authority reserves the right to modify these Minimum Standards in its sole discretion. It is the express purpose of this provision to encourage the expansion of services at the Airport where they do not exist, but only to the extent and for the period of time necessary to create an inducement to the establishment of such services. The

Authority may require an Applicant to demonstrate that there is an economic need for a service at the Airport before considering a modification of these Minimum Standards.

### **Competitive Request for Proposal Process**

The Authority reserves the right to seek competitive proposals in its discretion for Commercial Activities and property leases at all Authority-owned airports, including the Airport. The request for proposal process will include public notices and information and the availability of proposal documents on the Authority's website. All requests for proposals will be consistent with any and all applicable Authority policies, and the Authority shall utilize an evaluation process to select proposals that best meet the interests of the Authority's criteria as defined within the applicable requests for proposals.

Each request for proposals shall provide specific information regarding the nature of the proposals requested by the Authority and may require the following detailed information concerning a proposer:

1. the proposer's qualifications;
2. the capital investment proposed;
3. the proposer's experience in the Aeronautical Activities that are the subject of the proposer's proposal;
4. the experience of the proposer's management personnel;
5. the proposed Aeronautical Activities; and
6. the proposer's financial ability to perform.

**IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THESE MINIMUM STANDARDS AND A REQUEST FOR PROPOSALS ISSUED BY THE AUTHORITY FOR AN AERONAUTICAL ACTIVITY AT THE AIRPORT, THE REQUIREMENTS OF THE AUTHORITY'S REQUEST FOR PROPOSALS SHALL GOVERN AND CONTROL.**

### **APPLICABILITY**

All operations at and use of the Airport shall be conducted in accordance with these Minimum Standards. In exchange for the opportunity to engage in Aeronautical Activities or to use the Airport, all Operators and users of the Airport agree to comply with these Minimum Standards as they are amended by the Authority from time to time.

### **AMENDMENT TO EXISTING STANDARDS**

These Minimum Standards shall replace the *Minimum Standards for Equipping & Operating a General Fixed Base Operation at the John C. Tune Airport, dated June 14, 2005,* which were in effect immediately prior to the adoption of these Minimum Standards. On or after

the Effective Date of these Minimum Standards, any reference in any Authority agreement to such prior standards shall be deemed to be a reference to these Minimum Standards.

### **RIGHT TO AMEND MINIMUM STANDARDS**

The Authority reserves the right to adopt such amendments to these Minimum Standards from time to time as it determines are necessary or desirable, including, without limitation, to reflect current trends of commercial airport activity; to accommodate the availability of property for lease; to promote the benefit of the general public; or to facilitate the operation of the Airport.

### **WAIVERS**

The Authority may, in its sole discretion, waive all or any portion of these Minimum Standards for the benefit of any government or governmental agency performing non-profit public services to the general aviation industry, performing emergency medical or rescue services to the public by means of aircraft, or performing fire prevention or firefighting operations. The Authority may further temporarily waive any of these Minimum Standards for non-governmental operators at the Airport when the Authority, in its sole discretion, deems such waiver to be in the best interest of the operation of the Airport.

### **EFFECTIVE DATE**

These Minimum Standards shall become effective on \_\_\_\_\_, 2009.

**APPROVED:**

**THE METROPOLITAN NASHVILLE  
AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Title: President and Chief Executive Officer

## SECTION 2

### APPLICATION PROCEDURES

#### SUBMISSION OF APPLICATION

Subject to the requirements of an applicable request for proposals issued by the Authority for the operation of one or more Aeronautical Activities at the Airport, an application to perform an Aeronautical Activity at the Airport must be made in accordance with these Minimum Standards. The Application is attached to these Minimum Standards as **Appendix B** hereto. **Additionally, if an existing Tenant at the Airport experiences a change in the equity ownership thereof of fifty-one percent (51%) or more, the Authority has the option to request that the Tenant re-submit an Application.**

An Applicant shall furnish the following supporting documents as evidence of its organizational and financial capability to provide the proposed Aeronautical Activity:

1. Experience - Documentation indicating that the Applicant has a minimum of 3 years of successful, continuous and recent experience in the operation of the proposed Aeronautical Activity and currently manages and operates at least one such facility as demonstrated by industry references and by financial statements prepared in accordance with generally accepted accounting principles for each of the immediate past five years.

2. Business Plan - A written proposal detailing the nature of the proposed Aeronautical Activity to be provided, space and facility requirements, and the proposed location at the Airport.

3. Financial Statement - A current financial statement prepared in accordance with generally accepted accounting principles and certified by a certified public accountant. The Authority shall be entitled to consider the financial statement in evaluating the Applicant's financial ability to operate one or more requested Aeronautical Activities at the Airport. The Authority's President and Chief Executive Officer, in his sole discretion, may waive this requirement with respect to a SASO Applicant.

4. Credit Report - A current credit report covering all business activities in which the Applicant has participated within the past ten years.

5. Personnel - A listing, with resumes, of key personnel to be assigned to the Airport by the Applicant, along with a description of their duties and responsibilities.

6. Insurance - Evidence of the insurance coverages required by these Minimum Standards and by any proposed operating or lease agreement between the Applicant and the Authority.

7. Commencement Date - The proposed date for commencement of the proposed Aeronautical Activity.

8. Other Information - Such other information as the Authority may require.

The original Application, together with all required documentation, shall be submitted to:

**Director of Properties  
The Metropolitan Nashville Airport Authority  
One Terminal Drive, Suite 501  
Nashville, Tennessee 37214-4114**

### **ACTION ON APPLICATION**

Subject to the requirements of an applicable request for proposals issued by the Authority for the operation of one or more Aeronautical Activities at the Airport, a complete Application will be reviewed and acted upon by the Authority within 30 days from the receipt of such Application.

### **GROUND FOR DENIAL OF APPLICATION**

Subject to the requirements of an applicable request for proposals issued by the Authority for the operation of one or more Aeronautical Activities at the Airport, the Authority may deny any Application, or reject any proposal to operate an Aeronautical Activity at the Airport, if, in its sole discretion, it finds any one or more of the following:

1. The Applicant does not meet published qualifications, standards and requirements established by these Minimum Standards or the applicable request for proposals issued by the Authority.

2. The Applicant has supplied the Authority, or any other Person, with false or misleading information or has failed to make full disclosure of required information in its Application or the supporting documents thereto or the documents required by any applicable request for proposals issued by the Authority.

3. There is no appropriate, adequate or available space at the Airport to accommodate the Applicant at the time of the Application.

4. The proposed Aeronautical Activity conflicts with the Authority's John C. Tune Airport Master Plan, or will create a safety hazard as determined by the Authority or by the FAA through its review of the Applicant's Form 7460-1.

5. The proposed Aeronautical Activity requires the Authority to spend funds or to supply materials or resources that the Authority is unwilling to spend or supply.

6. The proposed Aeronautical Activity will result in depriving existing Operators at the Airport, without their consent, of portions of the areas in which they are authorized to operate; will result in congestion of aircraft or buildings; will unduly interfere with the operations of existing Operators at the Airport; or will unreasonably impair access to the operations of existing Operators.

7. The proposed Aeronautical Activity has been or could be detrimental to the Airport, as determined by the Authority in its sole discretion.

8. The Applicant has violated any of these Minimum Standards, the standards and regulations of any other airport, FAA regulations, or any other statutes, ordinances, laws or orders applicable to the Airport or any other airport.

9. The Applicant is currently in default in the performance of any lease or other agreement with the Authority.

10. The Applicant's credit report or financial statement does not sufficiently demonstrate that the Applicant has the resources to conduct the proposed Aeronautical Activity.

11. The Applicant does not have, or cannot demonstrate access to, the operating capital necessary to conduct the proposed Aeronautical Activity.

12. The Applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the Authority, the FAA, the Metropolitan Government of Nashville and Davidson County or other appropriate governmental entities.

13. The Applicant has been convicted of any felony or has been held to be in violation of any municipal ordinances or state or federal laws or regulations.

14. The Authority determines that the Application is not in the best interest of the health, safety, welfare, necessity or convenience of the traveling public.

15. The Applicant is unable to qualify for unescorted access to the secured areas of the Airport as required by 49 CFR Parts 1542.209 or 1544.229. These requirements include criminal history records checks.

## **SECTION 3**

### **GENERAL REQUIREMENTS**

#### **LAND**

An FBO must lease sufficient property at the Airport directly from the Authority to comply with the provisions of these Minimum Standards. A SASO, if required to lease property at the Airport, may either lease such property directly from the Authority or sublease from another Tenant at the Airport, subject to approval by the Authority.

#### **HANGARS AND OTHER BUILDINGS**

If required by these Minimum Standards, an Operator shall lease or construct a hangar for aircraft storage and shall lease or construct sufficient buildings to accommodate offices and shops to support its Aeronautical Activities at the Airport. A Tenant Improvement Request must be submitted to and approved by the Authority prior to any construction, modification, alteration or other improvement upon leased areas at the Airport.

#### **AIRCRAFT PARKING APRON**

If required by these Minimum Standards, an Operator shall lease or construct sufficient paved aircraft parking apron within its Leased Premises to meet the requirements of its Aeronautical Activities and shall maintain such Leased Premises in accordance with these Minimum Standards and the terms of its lease documentation. An Operator shall provide any paved taxiways necessary for access to the Airport's taxiway system. A Tenant Improvement Request must be submitted for review and approved by the Authority prior to any construction, modification, alteration or other improvement upon leased areas at the Airport.

#### **EQUIPMENT**

The specific equipment requirements specified in these Minimum Standards for an Aeronautical Activity shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to the equipment to conduct the applicable Aeronautical Activity promptly on demand without causing any flight delays or other operational effects on aircraft at the Airport. All equipment must be maintained in good operating condition and appearance. The equipment must be painted in a uniform manner with the Operator's name and logo prominently displayed.

#### **PERSONNEL**

An adequate number of qualified, and where applicable, licensed employees shall be on duty at all times to provide a level of service consistent with these Minimum Standards. An Operator shall not allow its employees, while absent from its leased on-Airport premises, to

conduct any overt sales/marketing activities commonly referred to as “hawking” or “flagging” of aircraft.

### **INSURANCE REQUIREMENTS**

Each Operator shall comply, continuously throughout the term of its Aeronautical Activities at the Airport, at such Operator’s sole expense, with the insurance requirements set forth in **Appendix C** to these Minimum Standards; **provided, however, that, in the event an operating or lease agreement between such Operator and the Authority imposes additional, greater or more stringent requirements for insurance coverages than those set forth in these Minimum Standards, such Operator shall comply with the requirements of such operating or lease agreement, as determined by the Authority.**

### **AIRPORT SECURITY**

An Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority’s rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

### **OPERATING OR LEASE AGREEMENT**

No Applicant may conduct an Aeronautical Activity at the Airport until having entered into a written operating or lease agreement with the Authority. The operating or lease agreement shall be in a form acceptable to the Authority, shall specify which types of Aeronautical Activities the Operator is authorized to conduct, and shall contain, without limitation, provisions for an operating fee or rent payable to the Authority and other terms and conditions required by the Authority.

An FBO shall enforce lease prohibitions against the storage of automobiles, boats and recreational vehicles and unauthorized aircraft and vehicle maintenance within its Leased Premises. In addition, an FBO or SASO shall be responsible for the normal maintenance of its Leased Premises, shall cooperate with the Authority and the Airport Manager in the operation, management and control of the Airport, and shall do all things necessary to advance or promote the Airport and to develop and maintain the Airport as an attractive, efficient and modern facility.

An FBO or SASO shall, at its own expense, pay all taxes and assessments against any buildings or other structures placed on its Leased Premises and owned by it, as well as all taxes and assessments against the personal property that it uses in its operations. FBOs and SASOs shall have use of all common areas, navigational aids, *etc.*, at the Airport for conducting their respective operations, subject to the terms of their respective operating or lease agreements, the Authority’s rules and regulations for the Airport, and applicable laws and regulations.

Notwithstanding anything contained herein or in an operating or lease agreement with the Authority to the contrary, it is expressly understood and agreed that the rights of an FBO or SASO are nonexclusive, and the Authority reserves the right to grant similar privileges to another Operator.

### **SUBCONTRACTING AND SUBLEASING**

An FBO shall not subcontract (by the execution of a sublease or license agreement or otherwise) for the performance of any Fueling Operations nor more than two other Aeronautical Activities that it is required or authorized to conduct at the Airport, and an FBO shall establish procedures and/or written agreements to ensure that any subtenants of such FBO adhere to the Authority's rules and regulations for the Airport and applicable laws and regulations. An FBO proposing to subcontract for the performance of an Aeronautical Activity by the execution of a sublease must obtain the prior consent to and approval of such sublease by the Authority, which the Authority may grant or withhold in its sole discretion.

A SASO may not subcontract for the performance of any of the Aeronautical Activities that it is authorized to conduct.

### **INDEPENDENT OPERATOR**

According to FAA Advisory Circular 150/5190-6, the Authority may enter into an agreement that permits a Person access to the Airport, or portions thereof, for the purpose of conducting a commercial Aeronautical Activity event though such Person does not lease property from the Authority. For purposes of these Minimum Standards, such a Person shall be known as an "Independent Operator" and shall be subject to regulation established by the Authority.

Each Person proposing to engage in a commercial Aeronautical Activity as an Independent Operator must apply for and receive the written approval from the Authority prior to engaging in a commercial Aeronautical Activity. Each Person wishing to engage in a commercial Aeronautical Activity as an Independent Operator must also meet the same standards as an Operator engaging in the same Aeronautical Activity, except for the leasing of space at the Airport, and comply with such other requirements as the Authority may impose. Any grant of permission to conduct a commercial Aeronautical Activity at the Airport as an Independent Operator shall be subordinate to the provisions of any existing or future agreement between the Authority and any other governmental entity 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.

**SECTION 4****MINIMUM STANDARDS**

The standards set forth in the following Sections are grouped according to the specific type of Aeronautical Activity to which they pertain and any Applicant desiring to conduct any of these activities at the Airport must meet the standards pertaining to that type of Aeronautical Activity. The standards set forth herein are the minimum which the Authority will require in agreements authorizing an Applicant to conduct an Aeronautical Activity at the Airport, and, unless specifically limited herein, do not preclude the Applicant from seeking greater operating authority than the minimum required. The Authority reserves the right to adjust and/or combine the square footage of building space or area required herein for each Aeronautical Activity if the Operator is to conduct more than one Aeronautical Activity. The Authority reserves the right to review and amend these Minimum Standards from time to time as the Authority determines to be necessary in its sole discretion. In addition, the operating or lease agreement between the Authority and the Operator may impose additional, greater or more stringent requirements than those set forth in these Minimum Standards.

## **SECTION 5**

### **FIXED BASE OPERATOR**

#### **STATEMENT OF CONCEPT**

An FBO engages in and furnishes a full range of Aeronautical Activities and services to the public as described in this Section.

#### **Fueling**

An FBO is permitted to engage in the business of the public sale and dispensing of aviation fuels to commercial aviation, general aviation and military aircraft on its Leased Premises and other common-use aircraft parking areas of the Airport, but not on the Leased Premises of another FBO without the express permission of such other FBO.

#### **Mandatory Services**

An FBO conducting aviation fuel and oil sales to the public shall be required to provide the following mandatory services: Aircraft Parking and Storage; Aircraft Tie-Down, Tow Service and Common-Use Hangar Storage; Airframe and Power Plant Maintenance; Aircraft Charter; Aircraft Rental; and Flight Training. A maximum of two of the Mandatory Services listed above may be operated under one or more subleases with other Tenants. An FBO shall provide each such mandatory service in compliance with the requirements set forth in these Minimum Standards for such mandatory services. An FBO also is required to provide numerous other support services to the flying public, including, without limitation, public restrooms, pilot lounges, conference rooms, flight planning areas, weather services, aircraft washing and air compressor service areas.

#### **Emergency Assistance**

An FBO is required to provide emergency services to disabled general aviation aircraft on the Airport, which includes, without limitation, the towing or transporting of disabled aircraft having a gross landing weight not in excess of 12,500 pounds to the FBO's Leased Premises at the request of the owner or operator of the disabled aircraft or the Authority's President and Chief Executive Officer.

#### **Collection Agent**

An FBO may act as the collection agent, when requested by the Authority, with respect to any landing fees that are applicable to general aviation aircraft arriving at the Airport.

## **Other Services**

An FBO may conduct other specialized Aeronautical Activities on its Leased Premises subject to the prior written approval of the Authority. The Authority shall review and consider such requests on a case-by-case basis.

## **MINIMUM STANDARDS**

### **Land**

An FBO must lease enough land to provide adequate space for hangars and other buildings, paved private auto parking, paved aircraft parking, paved pedestrian walkways, fuel storage facilities, and all storage, servicing utilities and support facilities as may be mutually agreed upon in writing by the Authority and such FBO. The minimum Leased Premises for an FBO shall consist of not less than five contiguous acres, or 217,800 square feet.

### **Hangars and Other Buildings**

An FBO must lease or construct conventional “clear-span” hangar space consisting of one hangar providing a minimum of 20,000 square feet of hangar space for aircraft storage and maintenance or two hangars a providing a minimum of 20,000 square feet of hangar space for aircraft storage and maintenance. In addition to hangar space, an FBO must lease or construct 3,000 square feet of shop space to support maintenance activities required of such FBO. Additionally, an FBO must lease or construct a minimum of 3,500 square feet of terminal facility space to accommodate public waiting areas, offices, flight planning facilities, pilot waiting areas, public restrooms and telephone facilities.

### **Aircraft Parking**

An FBO must provide a minimum of 25 paved aircraft tie-down spaces.

### **Automobile Parking**

An FBO must provide a minimum of 50 paved private automobile parking spaces.

### **Fuel Storage Facilities**

An FBO shall lease sufficient land for installation of above-ground fuel storage tanks to be constructed and operated in accordance with all applicable environmental laws and regulations on such FBO’s Leased Premises. An FBO’s total fuel storage capacity shall consist of at least two 10,000 gallon storage tanks for turbine fuel, one 10,000 gallon storage tank for AVGAS and one 1,000 gallon self-service fuel farm facility for AVGAS to assure adequate supplies of fuel at all times. The fuel storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel spill containment,

countermeasures control plan, and oil-water separator. An FBO shall be required to undertake at its expense any environmental testing that the Authority's President and Chief Executive Officer may request from time to time, and any remedial actions determined to be necessary or appropriate as a result of such testing. **An FBO's oil-water separator shall be cleaned by a licensed company approved by the Authority as often as necessary and not less frequently than annually.**

### **Mobile Dispensing Equipment**

An FBO shall provide at least two metered filter-equipped mobile dispensing trucks for dispensing the two types of fuel, with separate dispensing pumps and meters required for each type of fuel. One of the mobile dispensing trucks with a capacity of at least 2,000 gallons must be used for turbine fuel, and the remaining mobile dispensing truck with a capacity of at least 1,000 gallons must be used for AVGAS. All dispensers must have bottom-refilling capabilities, and turbine fuel dispensers must have single point refueling capabilities. All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection. All equipment shall be maintained and operated in accordance with federal, state and industry requirements, including, without limitation, ATA 103 of the Air Transport Association, NFPA 407 or the National Fire Protection Association and OSHA guidelines.

### **Aircraft Service Equipment**

An FBO shall obtain and maintain tools, jacks, tugs, towing equipment, tire repairing equipment, ground power units, emergency starting equipment, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, mobile passenger stairs, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation vehicles and a "Follow-Me" vehicle, as appropriate and necessary for the servicing of aircraft types normally expected to use such FBO's facilities. An FBO at all times also shall ensure the lawful and sanitary handling and timely disposal of all trash, waste and other materials including, without limitation, solvents and other waste. The piling and storage of crates, boxes, barrels and other containers will not be permitted within the Leased Premises of an FBO.

### **Hours of Operation**

An FBO shall provide aircraft fueling and line services 24 hours daily, every day, including holidays, or during such other hours as may be mutually agreed upon in writing by the Authority and such FBO.

### **Personnel and Training**

All activities of an FBO shall be conducted under the guidance and supervision of its full-time FBO Manager. In addition, at least one fully trained and qualified person shall be on duty to address questions and issues regarding fuel service at all times while the FBO's facility is open for business. All fuel and line service personnel shall be suitably uniformed and the name of the

FBO shall be prominently displayed on their uniforms. There shall be at least one person on-duty 24 hours per day, seven days a week, to act as supervisor, customer service representative, ramp attendant, landing/parking fee collector and dispatcher for general aviation activity. All fuel service personnel shall have successfully completed an approved line technician safety course through the National Aviation Transportation Association or an equivalent sponsor acceptable to the Authority.

### **Insurance Requirements**

An FBO must meet the insurance requirements set forth in its operating or lease agreement with the Authority.

### **Airport Security**

An FBO shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

### **Operating or Lease Agreement**

A written operating or lease agreement, properly executed by the Authority and an FBO, is a prerequisite to tenancy on the Airport and the commencement of any operations thereon. These Minimum Standards and the Airport Security Plan and other rules and regulations of the Authority as in effect from time to time are hereby incorporated into and made a part of each such operating or lease agreement. **In the event of any conflict between these Minimum Standards and the terms of such operating or lease agreement, the terms of such operating or lease agreement shall govern and control.**

### **Required Fees and Payments**

In addition to the rental to be paid under any lease agreement with the Authority, an FBO shall pay to the Authority a fuel flowage fee at a rate per gallon of AVGAS, jet fuel and lubricants sold or used as shall be specified in writing and revised from time to time by the Authority. An FBO shall submit a monthly report of fuel sales and remit to the Authority the applicable fuel flowage fee for all aviation fuel initially delivered into any aircraft. No aircraft will be exempt from fuel flowage fees without the prior written approval of the Authority. An FBO will keep the delivery ticket (bill of lading) for each delivery of aviation fuel for a minimum of three years and make them available for audit by the Authority. Information relative to rental fees and charges applicable to the Aeronautical Activities included herein will be made available to a prospective FBO at the time of application or during lease negotiations. Although the Authority does not currently impose landing fees on general aviation aircraft, the Authority

reserves the right to assess such fees, and an FBO shall be required to act as the collection agent of the Authority in the event the Authority elects to impose such fees.

## **SECTION 6**

### **AIRCRAFT RENTAL; FLIGHT TRAINING**

#### **STATEMENT OF CONCEPT**

An Aircraft Rental Operator is a Person engaged in the rental of aircraft to the public. A Flight Training Operator is a Person engaged in instructing pilots in dual and solo flight training in fixed or rotary wing aircraft, and in providing such related ground school instruction as necessarily preparatory to taking a written examination and flight check ride for the applicable category or categories of pilot's license and ratings under the requirements of Part 61 or Part 141 of the Federal Aviation Regulations.

#### **MINIMUM STANDARDS**

##### **Facilities**

The Operator shall lease from the Authority or sublease sufficient area at the Airport to erect a building to provide at least 2,000 square feet of floor space for aircraft storage or adequate tie-down space. In addition, the Operator shall lease or sublease at least 1,500 square of floor space for office, customer lounge, restrooms, briefing room and classrooms if applicable, which shall be properly heated and lighted and shall provide telephone facilities for customer use. The Operator must provide adequate facilities for the servicing and repairing aircraft or provide the Authority with the arrangements made for servicing and repair of aircraft for rent. The Operator shall provide a paved aircraft apron to accommodate aircraft movement from the Operator's building to the existing ramps and taxiway, and the Operator shall provide not less than 10 automobile parking spaces for customers and employees.

##### **Equipment**

The Operator shall have available for rental, either owned or under written lease to the Operator, not less than two certified and currently airworthy aircraft, at least one of which must be a four-place aircraft, and at least one of which must be equipped for and capable of flight under instrument conditions.

##### **Hours of Operation**

The Operator shall have be open for business and have services available eight hours daily, five days a week.

##### **Personnel and Training**

The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel in such numbers as are required to satisfy the requirements of these Minimum

Standards in an efficient manner, but never less than one person having a current commercial pilot certificate with appropriate ratings, including instructor rating. The Operator shall make provision for someone to be in attendance in such Operator's office at the Airport at all times during its required operating hours.

### **Insurance**

The Operator shall be required to provide insurance in the types and limits specified by Section 3 of these Minimum Standards and its written operating or lease agreement with the Authority. In the event of any conflict or inconsistency between the insurance requirements of Section 3 of these Minimum Standards and the terms of such operating or lease agreement with the Authority, the terms and requirements of such operating or lease agreement with the Authority shall govern and control.

### **Airport Security**

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

## **SECTION 7**

### **AIRCRAFT CHARTER**

#### **STATEMENT OF CONCEPT**

An Aircraft Charter Operator is a Person engaged in the business of providing air transportation of persons or property to the general public for hire, either on a commercial charter basis or as an air taxi operator, as defined in Part 135 of the Federal Aviation Regulation.

#### **MINIMUM STANDARDS**

##### **Facilities**

The Operator shall lease from the Authority or sublease sufficient area at the Airport to erect a building to provide at least 2,000 square feet of floor space for aircraft storage or adequate tie-down space. In addition, the Operator shall lease or sublease sufficient area at the Airport to erect a building to provide at least 500 square feet of floor space for office, customer lounge and restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Operator shall provide a paved aircraft apron to accommodate aircraft movement from the Operator's building to the existing ramps and taxiway. The Operator shall provide not less than five automobile parking spaces for customers and employees.

##### **Equipment**

The Operator shall have one aircraft that has a seating capacity of at least four, is certified for instrument flight rules flight, and the operations must meet all requirements of Parts 135 and 119 of the FAA regulations.

##### **Hours of Operation**

The Operator shall be open for business and have services available eight hours daily, seven days per week, and shall provide on-call service during other hours. The Operator shall make provision for someone to be in attendance in its office at the Airport at all times during its required operating hours.

##### **Personnel**

The Operator shall have in its employ and on-duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner but never less than at least one FAA-certificated commercial pilot who is appropriately rated to provide the flight activity offered by the Operator.

**Insurance**

The Operator performing the services under this category will be required to carry insurance in the types and limits specified by Section 3 of these Minimum Standards and its written operating or lease agreement with the Authority. In the event of any conflict or inconsistency between the insurance requirements of Section 3 of these Minimum Standards and the terms of such operating or lease agreement with the Authority, the terms and requirements of such operating or lease agreement with the Authority shall govern and control.

**Airport Security**

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

## **SECTION 8**

### **AIRFRAME AND POWER PLANT MAINTENANCE**

#### **STATEMENT OF CONCEPT**

An Airframe and Power Plant Maintenance Operator is a Person providing one or more airframe and power plant repair services as set forth under Federal Aviation Regulations Volume V, Part 145, “Repair Stations”, with at least one person currently certificated by the FAA with ratings appropriate to the work being performed. This category of Aeronautical Activity also shall include the sale of aircraft parts and accessories, but such is not an exclusive right.

#### **MINIMUM STANDARDS**

##### **Facilities**

The Operator shall lease from the Authority or sublease sufficient area at the Airport to erect a building to provide at least 4,000 square feet of floor space for aircraft storage or adequate tie-down space. In addition, the Operator shall lease or sublease sufficient area at the Airport to erect a building to provide at least 1,500 square feet of floor space for office, customer lounge and restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Operator shall provide a paved aircraft apron to accommodate aircraft movement from the Operator’s building to the existing ramps and taxiway. The Operator shall provide not less than five automobile parking spaces for customers and employees. In addition, the Operator must provide adequate facilities and procedures for the removal/disposal of solutions, cleaning agents, lubricants and other wastes in compliance with federal, state and local regulations, as well as facilities for the washing and cleaning of aircraft that meet the requirements of applicable laws and regulations for storm water discharge.

##### **Equipment**

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

##### **Hours of Operation**

The Operator shall be open and provide services eight hours daily, five days each week, and the Operator shall make provision for someone to be in attendance in its office at the Airport at all times during its required operating hours.

**Personnel**

The Operator shall have in its employ and on duty during the appropriate business hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this Section in an efficient manner, but never less than at least one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating, and one other person not necessarily so rated.

**Insurance**

The Operator performing the services under this category will be required to carry insurance in the types and limits specified by Section 3 of these Minimum Standards and its written operating or lease agreement with the Authority. In the event of any conflict or inconsistency between the insurance requirements of Section 3 of these Minimum Standards and the terms of such operating or lease agreement with the Authority, the terms and requirements of such operating or lease agreement with the Authority shall govern and control.

**Airport Security**

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

## **SECTION 9**

### **AVIONICS SALES AND MAINTENANCE**

#### **STATEMENT OF CONCEPT**

An Avionics Sales and Maintenance Operator is a Person engaged in the business of providing a facility for the repair of aircraft radios, propellers, instruments and accessories for general aviation aircraft. This category also shall include the sale of new or used aircraft radios, propellers, instruments and accessories, but such is not an exclusive right. The Operator shall hold the appropriate repair shop certificates issued by FAA.

#### **MINIMUM STANDARDS**

##### **Facilities**

The Operator shall lease from the Authority or sublease sufficient area at the Airport to erect a building to provide at least 2,000 square feet of floor space for the storage of one aircraft or adequate tie-down space. In addition, the Operator shall lease from the Authority or sublease sufficient area at the Airport to provide at least 500 square feet of floor space for office, customer lounge and restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Operator also shall provide a paved aircraft apron to accommodate aircraft movement from the Operator's building to the existing ramps and taxiway. The Operator shall provide not less than five automobile parking spaces for customers and employees.

##### **Equipment**

The Operator shall have adequate equipment for the servicing of aircraft types normally expected to use its facilities. The specific equipment requirements shall be deemed satisfied if the Operator owns, leases or otherwise has sufficient access to equipment required to conduct this Aeronautical Activity at the Airport. All equipment must be maintained in good operating condition and appearance.

##### **Hours of Operation**

The Operator shall be open for business and provide services eight hours daily, five days each week.

##### **Personnel**

The Operator shall have in its employ, and on-duty during the required business hours, trained personnel in such numbers as are required to meet the requirements of this Section in an

efficient manner, but never less than one person who is an FAA-rated radio, instrument or propeller repairman.

### **Insurance**

The Operator performing the services under this category will be required to carry insurance in the types and limits specified by Section 3 of these Minimum Standards and its written operating or lease agreement with the Authority. In the event of any conflict or inconsistency between the insurance requirements of Section 3 of these Minimum Standards and the terms of such operating or lease agreement with the Authority, the terms and requirements of such operating or lease agreement with the Authority shall govern and control.

### **Airport Security**

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

**SECTION 10****AIRCRAFT SALES****STATEMENT OF CONCEPT**

An Aircraft Sales Operator is a Person engaged in the sale of new or used aircraft through brokerage, ownership, franchise, distributorship or licensed dealership (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise, and may provide such repair services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold.

**MINIMUM STANDARDS****Facilities**

The Operator shall lease from the Authority or sublease sufficient area at the Airport to erect a building to provide at least 2,000 square feet of floor space for storage of one aircraft or adequate tie-down space. In addition, the Operator shall lease from the Authority or sublease sufficient area at the Airport to provide at least 500 square feet of floor space for office, customer lounge and restrooms, which shall be properly heated and lighted, and shall provide telephone facilities for customer use. The Operator also shall provide a paved aircraft apron to accommodate aircraft movement from the Operator's building to the existing ramps and taxiway. The Operator shall provide not less than five automobile parking spaces for customers and employees.

**Equipment**

The Operator shall cause all equipment utilized in this Aeronautical Activity to be maintained in good operating condition and appearance.

**Hours of Operation**

The Operator shall be open and provide services eight hours daily, five days each week.

**Personnel**

The Operator shall have in its employ, and on-duty during its required operating hours, trained personnel in such numbers as are required to meet the requirements of this Section in an efficient manner, but never less than one person having a current, effective commercial pilot certificate with single engine rating and instructor rating. The Operator shall make provision for someone to be in attendance in such Operator's office at the Airport at all times during its required operating hours.

**Insurance**

The Operator conducting Aeronautical Activities under this category will be required to carry insurance in the types and limits specified by Section 3 of these Minimum Standards and its written operating or lease agreement with the Authority. In the event of any conflict or inconsistency between the insurance requirements of Section 3 of these Minimum Standards and the terms of such operating or lease agreement with the Authority, the terms and requirements of such operating or lease agreement with the Authority shall govern and control.

**Airport Security**

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

**SECTION 11****OTHER AERONAUTICAL ACTIVITIES****STATEMENT OF CONCEPT**

Operations included under this category include, but are not limited to, the following:

1. The Operator engaged in air transportation for hire for the purpose of providing the use of aircraft for nonstop sightseeing flights that begin and end at the Airport; crop dusting, seeding, spraying and bird chasing; banner towing and aerial advertising; aerial photography or surveying; fire fighting; power line or pipe line patrol; and any other operations;
2. Aircraft painting;
3. Aircraft upholstery;
4. Skydiving/parachuting;
5. Aircraft museum; and
6. Aircraft washing and/or detailing.

**MINIMUM STANDARDS**

These operations are so varied that the operational requirements at the Airport will depend upon the scope of the operation. The minimum standards for these operations, including, without limitation, the insurance coverages required, will be determined by the Authority after review of a detailed Application submitted by the Person requesting permission to perform any of such operations at the Airport.

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**SECTION 12****SPECIALIZED AERONAUTICAL SERVICE OPERATOR; MULTIPLE  
AERONAUTICAL ACTIVITIES****STATEMENT OF CONCEPT**

This category would apply to any SASO that engages in any two or more of the specialized Aeronautical Activities for which these Minimum Standards have been developed. The sale of aviation fuels and lubricants is not included in this category as such functions are reserved solely to FBOs as set forth in Section 5 of these Minimum Standards.

**MINIMUM STANDARDS****Facilities**

If required by these Minimum Standards, the Operator shall lease, either from the Authority or sublease from another Tenant, subject to the approval of the Authority, an area that is equal to the aggregate minimum land areas required under the individual specialized Aeronautical Activities of the Operator (or such lesser area as the Authority, in its sole discretion, shall approve). The Operator shall lease or construct hangar facilities if required by these Minimum Standards that provide a total square footage equal to the total area required by the sum of the minimum hangar sizes required under the individual specialized Aeronautical Activities of the Operator. If required by these Minimum Standards, the Operator also shall lease or construct paved aircraft parking apron that provides a total square footage equal to the total area required by the sum of the minimum apron areas required under the individual specialized Aeronautical Activities of the Operator. If crop dusting, aerial application or other commercial use of chemicals is a part of the Aeronautical Activities of the Operator, the Operator shall provide a centrally drained, paved area of not less than 2,500 square feet for aircraft loading, washing and servicing and shall provide for the safe storage and containment of noxious chemical material. Such facilities will be in a location at the Airport approved by the Authority.

**Equipment**

The Operator must comply with all requirements for aircraft for specific activities as described in these Minimum Standards; provided, however, that multiple uses can be made of all aircraft (except aerial application aircraft) to meet these requirements. All facilities, equipment and services specifically required for each Aeronautical Activity under these Minimum Standards must be provided.

**Hours of Operation**

The Operator shall maintain the longest hours of operation required elsewhere in these Minimum Standards for an Aeronautical Activity of the Operator.

**Personnel**

The Operator shall have in its employ and on-duty during its required operating hours, uniformed, trained personnel in such numbers as are required to meet the requirements set forth in these Minimum Standards for the Aeronautical Activities of the Operator. Multiple responsibilities may be assigned to meet the personnel requirements for each Aeronautical Activity of the Operator.

**Insurance Requirements**

The Operator shall be required to provide insurance in the types and limits specified by Section 3 of these Minimum Standards and its written operating or lease agreement with the Authority. In the event of any conflict or inconsistency between the insurance requirements of Section 3 of these Minimum Standards and the terms of such operating or lease agreement with the Authority, the terms and requirements of such operating or lease agreement with the Authority shall govern and control.

**Airport Security**

The Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan, these Minimum Standards and the Authority's rules and regulations for the Airport. The Authority reserves the right to revise the Airport Security Plan at any time to conform to new or modified laws or regulations or to address changes in threat vulnerability estimates.

**SECTION 13****MOGAS OPERATIONS****STATEMENT OF CONCEPT**

The following requirements pertain to all Airport users who use MOGAS rather than AVGAS in their aircraft. MOGAS operations shall be governed by an annual permit issued by the Authority for any and all self-fueling aircraft operations.

**MINIMUM STANDARDS**

MOGAS must meet ASTM D-439-58 standards at the time of delivery into the aircraft. MOGAS may be substituted for AVGAS only in aircraft for which an individual Supplemental Type Certificate has been approved by the FAA. A copy of the individually held Supplemental Type Certificate must be on file with the Authority. The storage and transportation of MOGAS onto or off the Airport must be conducted according to regulations established by the Authority. **Refueling of aircraft in a hangar or building is strictly prohibited. The storage of fuel, including MOGAS, in any amount in a hangar, building or tie-down area is not permitted.**

## **SECTION 14**

### **NON-COMMERCIAL HANGAR**

#### **STATEMENT OF CONCEPT**

This section provides guidance for Persons desiring to lease land directly from the Authority to construct a privately owned hangar and to dispense aviation fuels and oil and provide other related services **for their own aircraft**. The Tenant must be a Person that does not engage in any commercial aviation activity or enterprise. The use and ownership of a aircraft must be solely incidental to the business of the Tenant.

#### **MINIMUM STANDARDS**

##### **Land**

The Leased Premises of the Tenant must contain sufficient land to accommodate required buildings, paved aircraft parking, paved automobile parking, vehicular driveways and building setbacks as provided in the Tenant's lease agreement with the Authority. If the Tenant seeks to install its own aviation fuel farm facility, the facility shall be located within the Tenant's Leased Premises and shall be subject to all applicable laws and regulations. The Tenant also must provide, at its own expense, taxiway access to the Airport's existing taxiway or apron system. Taxiways shall be constructed in compliance with the applicable rules and regulations of the Airport and the FAA.

##### **Buildings**

The Tenant shall construct a building on the Leased Premises that provides a minimum of 3,600 square feet of space for aircraft storage, workshop, office and restroom facilities. The Authority reserves and maintains the right to seek competitive proposals for the leasing of property at all Authority-owned airports, including the Airport.

##### **Services Permitted**

The Tenant shall use its Leased Premises solely for the storage, maintenance and servicing of its own aircraft. No Commercial Activity of any kind shall be permitted on the Leased Premises.

##### **Fuel Facilities**

The Tenant shall construct and maintain any fueling facilities at its own expense and shall conduct self-Fueling Operations in compliance with all applicable federal, state and local laws, ordinances, standards and regulations, whether currently in effect or enacted hereafter. The Tenant shall enter into a fueling agreement with the Authority that provides for, among other

things, current safety, operational and maintenance requirements for fuel farms; the payment of fuel flowage fees; the inspection of the fueling facilities; the training and testing of fueling personnel; and current FAA procedures for aircraft Fueling Operations. A Tenant's fueling facilities shall contain a minimum of 10,000 gallons capacity for each FAA-approved turbine aviation fuel and/or aviation gasoline. All fuel storage tanks shall be above ground, shall be properly metered and shall be equipped with filtered fixed dispensers. No mobile fuel dispensing equipment shall be permitted.

### **Personnel**

Properly trained, uniformed and certificated persons shall be on-duty during Tenant's hours of operation at its Leased Premises. The Tenant shall submit to the Authority's President and Chief Executive Officer evidence of the training in safety procedures received by each person who will conduct aviation fuel dispensing operations on its Leased Premises.

### **Insurance Coverage**

The Tenant is required to provide applicable types of insurance for its operations in limits specified by the Authority.

### **Specific Conditions for Use of Leased Premises**

No subleasing of hangar, office, shop or ramp space shall be permitted. Aircraft that are based and serviced upon the Leased Premises must be directly and wholly owned by, or exclusively leased in writing for a minimum period of six months by, the Tenant. No aircraft owned, leased, borrowed or otherwise used by employees of the Tenant shall be permitted on the Leased Premises. All maintenance and service work conducted on the Leased Premises and performed on the Tenant's aircraft shall be performed only by employees of the Tenant, or by any approved FBO or SASO based at the Airport having written agreements with the Authority authorizing such Operators to conduct such activities on the Leased Premises.

## Appendix A

### DEFINITIONS

The following terms shall have the following meanings:

**“Aeronautical Activity”** shall mean any activity commonly conducted at airports that involves, makes possible or is required for the operation of aircraft, or which contributes to or is required for aircraft, or which contributes to or is required for the safety of such operations. The following activities, commonly conducted on airports are Aeronautical Activities within this definition:

- a. Aircraft Sales;
- b. Airframe and Power Plant Maintenance;
- c. Aircraft Rental;
- d. Flight Training;
- e. Aircraft Charter;
- f. Avionics Sales and Maintenance;
- g. Aerial applications (crop dusting, firefighting, *etc.*);
- h. Aviation fuels and petroleum products sales;
- i. Sale of aircraft parts;
- j. Sale or rental of aircraft hangar, parking or tie-down space;
- k. Banner towing and aerial advertising;
- n. Ground servicing of air carrier aircraft;
- o. Aerial photography or surveying;
- p. Aircraft washing and cleaning services (interior and exterior); and
- q. Any other activities which because of their direct relationship to the operation or repair of aircraft can be appropriately regarded as an Aeronautical Activity by the Authority.

**“Air Operations Area”** shall mean that portion of the Airport used or intended to be used for landing, take-off or surface maneuvering of aircraft, including, without limitation, the hangar and cargo areas and aircraft parking aprons.

**“aircraft”** shall mean and include all contrivances now or from now on used for flight, including, without limitation, airplanes, blimps, rotorcraft, gliders and free balloons.

**“Aircraft Charter”** shall mean the commercial operation of providing air transportation of persons or property for hire either on a charter basis or as an air taxi operator.

**“Aircraft Rental”** shall mean the rental of aircraft by a Person engaging in any commercial Aeronautical Activity on the Airport.

**“Aircraft Sales”** shall mean the sale of new or used aircraft through brokerage, ownership, franchise, distributorship or licensed dealership (either on a retail or wholesale basis) of an aircraft manufacturer or otherwise.

**“Airframe and Power Plant Maintenance”** shall mean the Commercial Activity of providing airframe and power plant services, which include the repair, maintenance, inspection, constructing and making of modifications and alterations to aircraft, including, without limitation, the removal of engines for overhaul. This category of service also includes the sale of aircraft parts and accessories.

**“Airport Manager”** shall mean the person designated by the Authority as the manager of the Airport.

**“Airport Security Plan”** shall mean a program developed by the Authority for the maintenance of the safety and security of the Airport and Persons using the Airport, as it may be amended, modified or revised by Authority from time to time.

**“Applicant”** shall mean a Person that has submitted an Application in accordance with these Minimum Standards to acquire use of part of the Airport or to establish or use any facility on the Airport for an Aeronautical Activity or other purpose.

**“Application”** shall mean a completed application to acquire use of part of the Airport or to establish or use any facility on the Airport for an Aeronautical Activity or other purpose. The form to be used in completing an Application is attached as **Appendix B** to these Minimum Standards.

**“apron”** those areas of the Airport within the Air Operations Area designated for the loading, unloading, servicing or parking of aircraft.

**“Authority’s President and Chief Executive Officer”** shall mean the chief executive officer of the Authority, or his or her designee.

**“Avionics Sales and Maintenance”** shall mean the Commercial Activity of providing for the repair and maintenance of aircraft radios, instruments and accessories.

**“Commercial Activity”** shall mean any activity conducted for compensation, direct or indirect, and any activity incidental thereto. The charging of fees by any Person, whether or not resulting in a profit or gain, shall be deemed to constitute the receipt of compensation and any activities conducted by such Person in consideration therefor shall be deemed a Commercial Activity.

**“FAA”** shall mean the Federal Aviation Authority established by the Federal Aviation Act of 1958, as amended, and re-established in 1967 under the Department of Transportation, and its successors.

**“FBO” or “Fixed Base Operator”** shall mean a Person duly authorized by an operating or lease agreement with the Authority to provide specific Aeronautical Activities at the Airport under strict compliance with such agreement and pursuant to the Authority’s rules and regulations for the Airport and these Minimum Standards. Only an FBO shall be permitted to engage in the business of sales and dispensing of aviation fuels for public consumption and common-use hangar storage (a SASO is not permitted to engage in this business activity).

**“Flight Training”** shall mean the Commercial Activity of instructing pilots in dual and solo flight in an aircraft, and related ground school instruction as necessary to complete an FAA written pilot’s examination and flight check ride for various categories of pilot’s licenses and ratings.

**“Fueling Operations”** shall mean dispensing of fuel into aircraft.

**“FBO Manager”** shall mean a highly qualified and experienced fixed base operator manager vested with full power and authority with respect to the method, manner or conduct of an FBO’s operation at the Airport. The FBO Manager must be approved in advance by the Authority, which approval may be denied for any reason. The FBO Manager shall be assigned to a duty station or office at the Airport where he or she may be available to the Authority or Airport users during regular business hours.

**“Leased Premises”** shall mean the premises leased to a Tenant pursuant to a lease agreement with the Authority for the exclusive occupancy by such Tenant.

**“Leasehold Improvements”** shall mean all buildings, structures, fixtures, utility installations and other improvements, together with all modifications, alterations and repair thereof, either of structural or architectural nature, completed by a Tenant at its sole cost and expense. The construction or installation of Leasehold Improvements may commence only after the Authority has approved the Tenant’s properly completed Tenant Improvement Request. In all instances, unless provided otherwise in a written agreement between the Tenant and the Authority, title to such Leasehold Improvements shall revert to the Authority upon the termination or expiration of such Tenant’s right to occupy such Leasehold Improvements.

**“MOGAS”** shall mean automotive gasoline used in aircraft in lieu of AVGAS. All MOGAS operations shall be governed by an annual permit issued by the Authority and must meet ASTM D-439-58 standards at the time of delivery into the aircraft. MOGAS may be substituted for AVGAS only in those aircraft for which an individual Supplemental Type Certificate has been approved by the FAA. A copy of an Operator’s individually held Supplemental Type Certificate must be on file with the Authority.

**“Operator”** shall mean a Person engaging in any commercial Aeronautical Activity on the Airport. An Operator may be classified as either an FBO or a SASO.

**“OSHA”** shall mean the Occupational Health and Safety Administration and its successors.

**“Person”** shall mean an individual, corporation, limited liability company, government or governmental subdivision, partnership, association or any other legal entity.

**“SASO”** shall mean an Operator authorized to engage in one or more of the following specialized Aeronautical Activities:

- a. Aircraft parking, tie-down, tow service and common-use hangar storage;
- b. Aircraft Charter;
- c. Airframe and Power Plant Maintenance;
- d. Aircraft Rental;
- e. Flight Training;
- f. Avionics Sales and Maintenance;
- g. Aircraft Sales; and
- h. Other Aeronautical Activities.

**“Tenant”** shall mean a Person that is a party to lease agreement with the Authority for the leasing of real property at the Airport or that is a party to a sublease for the leasing of real property at the Airport to which the Authority has consented.

**“Tenant Improvement Request”** shall mean a written request by a Tenant to the Authority for the Authority’s consent to and approval for the construction and installation of the Leasehold Improvements described in such Tenant Improvement Request.

**Appendix B****APPLICATION****FIXED BASE OPERATOR or  
SPECIALIZED AERONAUTICAL SERVICES OPERATOR****SECTION 1 – COMPANY INFORMATION**

a.	Name:	
b.	Legal Name if a d/b/a:	
c.	Type of Entity:	
d.	State of Incorporation/Formation:	
e.	Date of Incorporation/Formation:	
f.	List of officers/partners/members:	

**SECTION 2 – PROPOSED SERVICES**

Place a check in the box provided below for the aeronautical activities as described in the Minimum Standards for Operators of Aeronautical Activities at John C. Tune Airport that the Applicant is requesting to conduct at John C. Tune Airport. Include a five-year business plan giving details of the proposed business.

- FIXED BASE OPERATOR**
- SPECIALIZED AERONAUTICAL SERVICES:**
- Aircraft Parking, Tie-Down and Hangar Storage
  - Airframe and Power Plant Maintenance
  - Aircraft Charter
  - Aircraft Rental
  - Flight Training
  - Radio and Instrument Repair Services
  - Aircraft Sales
  - Banner Towing and Aerial Advertising

- Aerial Photography or Surveying
- Power Line or Pipeline Patrol
- Agricultural Operations
- Other proposed operations specifically excluded from Part 135 of FAA Regulations
- Multiple Aeronautical Activities
- Other Aeronautical Activities (Specify)
- Private Non-Commercial Hangar

**SECTION 3 – CONTACT INFORMATION**

a.	Principal Address:	
	Legal Notice Address:	
	Web Site:	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

b.	Local Address (if different):	
	Contact Person:	
	Title:	
	Phone Number:	
	Facsimile Number:	
	Cell Phone Number:	
	E-mail Address:	

c.	Authorized Representative:	
	Title:	
	Address:	
	Phone Number:	

**SECTION 4 – BUSINESS BACKGROUND**

- a. Number of Years in business: \_\_\_\_\_
- b. Where has the Applicant done business before? Indicate below the type of business and the number of years. (*e.g., FBO – 3 years, Aircraft Maintenance - 3 years, etc.*)

	Type of Activity	Number of Years	Location (Airport)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**SECTION 5 – CUSTOMER INFORMATION**

List all John C. Tune Airport tenants with whom the Applicant has contracts, the effective dates of contracts and type(s) of service(s) to be provided in the space provided below. Please provide a confirmation letter from each tenant.

<u>Tenant</u>	<u>Effective Date</u>	<u>Type of Service</u>

**SECTION 6 – REFERENCES**

Please provide the name, address and telephone number of an airport employee who supervised or is otherwise familiar with the Applicant’s activities at each airport where the Applicant has operated during the past three years (*attach additional sheets as necessary*):

**Reference 1**

Contact Person:			
Company:			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

**Reference 2**

Contact Person:			
Company:			
Title:			
Address:			
Phone Number:		Fax Number:	
Cell Phone:		E-mail address:	

**Reference 3**

Contact Person:			
Company:			
Title:			
Address:			
Cell Phone:		E-mail address:	

**SECTION 7 – MANAGEMENT EXPERIENCE**

Attach resumes for the principals and key staff for the proposed business of the Applicant at John C. Tune Airport. Please ensure that the experience of such the or manager, including the type of experience, number of years of experience and number of years of experience at particular airports, are included in his or her resume.

**SECTION 8 – ADDITIONAL INFORMATION**

a. As a general rule, agreements for Specialized Aeronautical Service Operators will be renewed on an annual basis, and shall contain a 30-day cancellation clause by either party to the agreement.

b. An applicant approved for a permit that requires Air Operations Area access must complete the Airport Safety and Security Program sponsored by the Authority prior to submitting an application for an identification badge. Class times and scheduling information are available by calling the Airside Operations Department at 615-275-1657.

c. If the Authority approves this application, the following items must be completed prior to the start of operations by the Applicant:

- The Applicant and the Authority shall have fully executed an agreement that addresses such matters as required by the Authority;
- Any security deposit or other security for performance required by the executed agreement shall have been provided to the Authority; and
- The Authority shall have received evidence satisfactory to the Authority that the Applicant maintains the insurance coverages required by the Authority.

d. Return this completed application, along with the other items required above, to:

Director of Properties  
The Metropolitan Nashville Airport Authority  
One Terminal Drive, Suite 501  
Nashville, TN 37214-4114

The undersigned, on behalf of the Applicant, hereby states that \_\_\_he has knowledge of the statements made herein and such statements are true and that the undersigned is qualified and authorized to make and deliver such statements on behalf of the Applicant.

Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix C

### INSURANCE

A. The Operator shall obtain and maintain continuously in effect at all times during the term (“Term”) of its operating or lease agreement with the Authority (the “Agreement”), at its sole cost and expense, insurance coverage (the “ACGL Coverage”) for aviation liability and commercial general liability, with coverage limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) in aggregate, that insures against claims, damages, losses and liabilities arising from bodily injury, death and/or property damage, including any such claims, damages, losses and liabilities arising from or relating to the operations or presence of the Operator at the Airport. The aggregate deductible amount under the insurance policy or policies providing the ACGL Coverage shall not exceed Fifty Thousand Dollars (\$50,000.00) per occurrence. Each insurance policy providing the ACGL Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy shall be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance policy providing the ACGL Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure (i) the obligations of the Operator under the applicable indemnity provisions set forth in the Agreement and (ii) any other liability that the Operator has under the Agreement for which such insurance policy would otherwise provide coverage. Each insurance company issuing an insurance policy providing the ACGL Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined below) or (B) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company’s rating by the Rating Service (as defined below) or other indications of financial inadequacy, as determined in the sole discretion of the chief financial officer of the Authority.

B. The Operator shall obtain and maintain continuously in effect at all times during the Term, at its sole cost and expense, property insurance coverage (the “PC Coverage”) with respect to all improvements on the Leased Premises for one hundred percent (100%) of the insurable replacement value of such improvements, with no co-insurance penalty, that provides (i) special form property insurance at least as broad as that provided by form CP 10 30 (© ISO Properties, Inc.), together with builder’s risk (with respect to the construction or alteration of or addition to improvements during the Term) with any deductible in excess of Fifty Thousand Dollars (\$50,000.00) to be approved by the Authority, and (ii) ordinance and law coverage. Each insurance policy providing the PC Coverage shall name the Authority as a co-loss payee and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance company issuing an insurance policy providing the PC Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating or

(ii) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole discretion of the chief financial officer of the Authority.

C. The Operator shall obtain and maintain continuously in effect at all times during the Term, at its sole cost and expense, worker's compensation insurance coverage (the "WC Coverage") in accordance with statutory requirements and providing employer's liability coverage with limits of not less than One Hundred Thousand Dollars (\$100,000.00) for bodily injury by accident, One Hundred Thousand Dollars (\$100,000.00) for bodily injury by disease, and Five Hundred Thousand Dollars (\$500,000.00) policy limit for disease. Each insurance company issuing an insurance policy providing the WC Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating or (ii) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole discretion of the chief financial officer of the Authority.

D. The Operator shall obtain and maintain continuously in effect at all times during the Term, at its sole cost and expense, automobile liability insurance coverage (the "Auto Coverage"), with a coverage limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, that insures against claims, damages, losses and liabilities arising from automobile-related bodily injury, death and/or property damage, including any such claims, damages, losses and liabilities arising from or relating to the Leased Premises or the leasehold interest in and/or occupancy of the Leased Premises by the Operator. The aggregate deductible amount under the insurance policy or policies providing the Auto Coverage shall not exceed Fifty Thousand Dollars (\$50,000.00) per occurrence. Each insurance policy providing the Auto Coverage shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance policy providing the Auto Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure (i) the obligations of the Operator under the applicable indemnity provisions set forth in the Agreement and (ii) any other liability that the Operator has under the Agreement for which such insurance policy would otherwise provide coverage. Each insurance company issuing an insurance policy providing the Auto Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating or (B) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole discretion of the chief financial officer of the Authority.

E. The Operator shall obtain and maintain continuously in effect at all times during the Term, at its sole cost and expense, excess liability insurance coverage (the "Umbrella Coverage"), with coverage limits of not less than Ten Million Dollars (\$10,000,000.00) per

occurrence and Twenty-Five Million Dollars (\$25,000,000.00) in aggregate, that provides additional insurance coverage for claims, damages, losses and liabilities which are insured under the ACGL Coverage, the Auto Coverage and the employer's liability provisions of the WC Coverage. Each insurance policy providing the Umbrella Coverage shall have no deductible and shall name the Authority and its commissioners, officers and employees as additional insureds thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance policy providing the Umbrella Coverage shall provide contractual liability coverage under which the issuing insurance company agrees to insure (i) the obligations of the Operator under the applicable indemnity provisions set forth in the Agreement and (ii) any other liability that the Operator has under the Agreement for which such insurance policy would otherwise provide coverage. Each insurance company issuing an insurance policy providing the Umbrella Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating or (B) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole discretion of the chief financial officer of the Authority.

F. The Operator shall obtain and maintain continuously in effect at all times during the Term, at its sole cost and expense, the following additional insurance coverages (the "AI Coverage"): (i) in the event the Leased Premises are located in an area identified by the National Flood Insurance Program as an area having "special flood hazards" (zones beginning with "A" or "V"), the Operator shall maintain, throughout the Term, flood insurance for the full replacement value of the improvements on the Leased Premises, with any deductible in excess of Twenty-Five Thousand Dollars (\$25,000.00) to be approved by the Authority; (ii) in the event the Leased Premises are located in a major earthquake damage area and earthquake insurance is available, earthquake insurance for the full replacement value of the improvements upon the Leased Premises, with any deductible in excess of Fifty Thousand Dollars (\$50,000.00) to be approved by the Authority; and (iii) such other insurance on or in connection with the Leased Premises as reasonably required on a non-discriminatory basis from time to time by the Authority, which is commonly obtained in connection with facilities similar to and in the same area as the Leased Premises and which is commercially reasonable to obtain. Each insurance policy providing the AI Coverage shall name the Authority as a co-loss payee thereunder and shall provide that such insurance policy will be considered primary insurance as to any other valid and collectible insurance or self-insured retention the Authority may possess or retain. Any insurance coverages maintained by the Authority shall be considered excess insurance only. Each insurance company issuing an insurance policy providing the AI Coverage shall be (A) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating or (B) otherwise approved by the chief financial officer of the Authority. Such approval may be denied or withheld based upon an insurance company's rating by the Rating Service or other indications of financial inadequacy, as determined in the sole discretion of the chief financial officer of the Authority.

G. The ACGL Coverage, the PC Coverage, the Auto Coverage, the WC Coverage, the Umbrella Coverage and the AI Coverage are collectively referred to herein as the “Insurance Coverages”. The Operator agrees that each insurance policy providing any of the Insurance Coverages (i) shall not be modified, cancelled or replaced without not less than 30 days prior written notice to the Authority, (ii) shall provide for a waiver of subrogation by the issuing insurance company as to claims against the Authority and its commissioners, officers and employees, (iii) shall provide that any “other insurance” clause in such insurance policy shall exclude any policies of insurance maintained by the Authority and that such insurance policy shall not be brought into contribution with any insurance maintained by the Authority, and (iv) shall have a term of not less than one year.

H. The Authority shall have the right to change the terms of the Insurance Coverages if such changes are recommended or imposed by the Authority’s insurers, so long as the Authority agrees to reimburse the Operator for any increases in insurance premium costs resulting solely from any such change (except that the Operator shall be solely responsible for increases in premium costs resulting from any changes to the requirements for the Insurance Coverages that are reasonably required as a result of relevant insurance market conditions or practices, increases in the index currently published by the United States Bureau of Labor Statistics (unadjusted for seasonal variation) entitled the “Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100,” or the requirements of all present and future applicable laws, ordinances, orders, directives, rules, codes, regulations and decrees of federal, state and municipal authorities and agencies and their respective agencies, departments, authorities and commissions). The Operator shall provide, prior to the effective date of the Agreement, one or more certificates of insurance which shall indicate that the Operator maintains the Insurance Coverages and that the insurance policy or policies referenced or described in each such certificate of insurance comply with these requirements. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described therein shall give to the Authority written notice of the modification, cancellation or non-renewal of each such insurance policy not less than 30 days prior to the effective date of the modification, expiration or earlier cancellation of such insurance policy. Upon receipt of a request from the Authority, the Operator also agrees to provide to the Authority duplicate originals of any or all of the insurance policies providing the Insurance Coverages. The certificate(s) of insurance provided by the Operator to evidence the WC Coverage shall specifically certify that the insurance policy or policies which provide the WC Coverage cover the Operator’s activities in the State of Tennessee.

I. If the Operator shall at any time fail to obtain or maintain any of the Insurance Coverages, the Authority may take, but shall not be obligated to take, all actions necessary to effect or maintain such Insurance Coverages, and all monies expended by it for that purpose shall be reimbursed to the Authority by the Operator upon demand therefor or set-off by the Authority against funds of the Operator held by the Authority or funds due to the Operator. The Operator hereby grants, approves of and consents to such right of set-off for the Authority. If any of the Insurance Coverages cannot be obtained for any reason, the Authority may require the Operator to cease any activity on the Leased Premises until all Insurance Coverages are obtained.

J. It is expressly understood and agreed that the minimum limits set forth in the Insurance Coverages shall not limit the liability of the Operator for its acts or omissions as provided in the Agreement.

K. The term “Rating Service” shall mean A.M. Best Company, or, if A.M. Best Company no longer exists or discontinues its rating of insurance companies, such alternative rating service for insurance companies as determined in the sole discretion of the chief financial officer of the Authority. The term “Minimum Rating” shall mean a rating (if A.M. Best Company is the Rating Service) of A- (Financial Size: X) based upon the criteria for financial strength and financial size ratings utilized by A.M. Best Company on the effective date of the Agreement, or such equivalent rating (if A.M. Best Company is not the Rating Service or if A.M. Best Company subsequently revises its criteria for financial strength and financial size ratings) as determined in the sole discretion of the chief financial officer of the Authority.