

Pryor Field Regional Airport Minimum Standards

Pryor Field Airport Authority



Effective: 10/8/2019



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DEFINITIONS

Definitions and Acronyms:

For purposes of these Aviation Minimum Standards, the following words, phrases, and acronyms shall have the meanings respectively ascribed to them in this section.

AC: Advisory Circular

Aeronautical Activity: Any activity or service that involves, makes possible, facilitates, is related to, assists in, or is required for the operation of aircraft; any activity that contributes to, or is required for the safety of such operations; any activity that has a direct relationship to the operation of aircraft or the operation of the airport.

Agreement: A written contract enforceable by law, executed by both parties, between the Authority and an entity transferring rights or interest in land and/or Improvements and/or otherwise authorizing the conduct of certain activities.

Aircraft: Any weight-carrying structure for navigation in the air and that obtains support by the dynamic reaction of the air to any obstruction connected with the structure. Gliders or ultralights, either powered or unpowered, helicopters, hot-air balloons, and airships are considered aircraft.

Aircraft Charter Operator: A commercial operator engaged in on-demand common carriage for persons or property, as defined in 14 CFR Part 121 and 135, or operates in private carriage, as defined in 14 CFR Part 125, on the airport.

Aircraft Maintenance Operator: An 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 the operator on the airport.

Aircraft Management Operator: An operator engaged in the business of providing aircraft management including, but not limited to, flight dispatch, pilot services, flight attendant services, or Aircraft maintenance coordination to the public on the airport.

Aircraft Rental Operator: An operator engaged in the rental of Aircraft to the public at the airport.

Aircraft Sales Operator: An operator engaged in the sale of aircraft on the airport. This excludes individuals selling personally owned aircraft, unless the individual purchases aircraft for the primary purpose of resale.

Aircraft Storage Operator: An operator that owns or leases an aircraft storage facility and/or associated office or shop space on the airport and sells or subleases such space to entities engaging in commercial or non-commercial aeronautical activities.

Airport Roadway: Those portions of the airport designated and made available temporarily or permanently by the Authority for vehicular traffic.

Authority: Pryor Field Regional Airport Authority

Avionics or Instrument Maintenance Operator: A commercial operator engaged in the business of maintenance or alteration of one or more of the items described in 14 CFR Part 43.

Commercial Operator: An entity that offers any product or service for which compensation is received.



Cooperative Organization (Co-op): Multiple entities coming together for the purpose of joint ownership in facilities, equipment, and/or fuel.

DCU: Pryor Field Regional Airport

DHS: Department of Homeland Security

Entity: An individual, partnership, limited liability company, or corporation doing business or desiring to do business on Pryor Field Regional Airport.

FAA: Federal Aviation Administration

Flight Training Operator: Commercial Operator engaged in providing flight instruction to the public at the airport.

Fixed Base Operator (FBO): A commercial operator engaged in the sale of fuel, products, services and the renting or subleasing of facilities.

Improvements: All buildings, structures, additions, and facilities including pavement, fencing, and landscaping constructed, installed, or placed on, under, or above any land on the airport.

Infrastructure: Runways, taxiways, taxi lanes, aprons, helipads, landing pads, parking pads, NAVAIDS, airport roadways, utilities, etc.

Leased Premises: The land and/or Improvements used exclusively under Agreement by an operator, lessee, or sublessee.

Limited Aircraft Services and Support: Limited Aircraft, engine, or accessory support such as cleaning, washing, waxing, painting, upholstery, propeller repair, etc. or other related aircraft services and support activities.

Miscellaneous Commercial Services and Support: Ground instruction, simulator training, scheduling and dispatching, or any other related commercial services and support activities.

Minimum Standards: Those qualifications, standards, and criteria set forth as the minimum requirements to be met as a condition for the right to engage in activities at Pryor Field Regional Airport.

Non-Commercial Hangar Lessee: An entity that owns or leases an aircraft storage facility on the airport for the purpose of storing aircraft owned, leased, and/or operated by the entity for non-commercial purposes only.

Non-Commercial Lessee: An entity that owns or leases an aircraft and operates the aircraft for a private purpose. In the case of a business, the operation of aircraft must be an ancillary activity to support the business's purpose by providing private transportation for the exclusive use of its employees, agents, and/or customers. In all cases, the non-commercial Lessee neither offers nor engages in commercial aeronautical activities.

Non-Profit Organization: An organization that is legally formed as a not-for-profit organization, as registered with the Internal Revenue Service under 501(c)(3) or the State of Alabama non-profit organization provisions. As a not-for-profit organization, should an organization provide commercial aeronautical activities, the organization shall be viewed as a commercial operator.



Operator: An entity that has entered into an agreement with the Pryor Field Regional Airport Authority to engage in commercial aeronautical activities at the airport.

Permittee: An Entity that has written permission from the Authority to conduct an activity at the airport according to the parameters established by a permit.

Runway: An area of the airport developed and improved for accommodating the landing and takeoff of Aircraft.

Specialized Aviation Service Operator (SASO): A single service provider offering a specialized aeronautical service such as Aircraft sales, flight training, Aircraft maintenance, or avionics services. SASOs will not sell fuel.

Taxiway: A defined path, usually paved, over which Aircraft can taxi from one part of the airport to another excluding takeoff and landing.

TSA: Transportation Security Administration

TSR: Transportation Security Regulations



INTRODUCTION

Introduction

A. Purpose of Minimum Standards

The purpose of these Airport Minimum Standards (Minimum Standards) is to encourage, promote, and ensure:

1. The consistent provision of high-quality aviation products, services, and facilities at Pryor Field Regional Airport (referred to as "Airport").
2. The development of high-quality aviation improvements and amenities at the airport.
3. Aviation safety and security at the airport.
4. The economic health of aviation operators at the airport; and
5. The orderly development of airport property for aviation purposes.

On rare occasion, aeronautical activities that do not fall within the categories designated herein may be proposed. In such a case, appropriate Minimum Standards shall be established by the Airport Authority on a case-by-case basis for such activities and incorporated into lessee's agreement or operator's agreement with a sublessee.

B. Regulations

These minimum standards are subject to, but not limited to:

1. Federal Aviation Administration, Title 14 – Code of Federal Regulations
2. Code of Alabama, Chapter 450-9-1
3. Applicable municipal codes and ordinances regarding airports and aircraft.

C. Effective Date

These Minimum Standards shall be in effect upon adoption by the Pryor Field Airport Authority, unless repealed by the Authority. Unless expressly stated otherwise, these Minimum Standards shall apply to all activities at the airport after the adoption of these minimum standards.

D. Self-Service

An aircraft owner or the Aircraft owner's employees may perform services that may include fueling, maintenance, or repair on the aircraft owner's aircraft utilizing the aircraft owner's vehicles, equipment, and resources (self-service). An aircraft owner who engaged in self-service activities may not perform services for compensation or hire as defined by applicable FAA regulations.

The aircraft owner may acquire fuel off-site for the purpose of fueling aircraft that does not operate on fuel offered by the FBO. The storage of fuel or fueling equipment is not permitted in or on airport property.

An Aircraft Maintenance Operator may defuel aircraft, if necessary, for aircraft maintenance purposes only. Additionally, an aircraft maintenance operator may refuel the defueled aircraft following provision of required aircraft maintenance. Defueling and refueling shall not



be construed to permit an aircraft maintenance operator to engage in the sale of aviation fuels as this service is specifically reserved for a Fixed Based Operator (FBO).

An aircraft maintenance operator conducting defueling and refueling of defueled aircraft shall have adequate and proper fuel storage, provide the Authority with a spill prevention, control, and countermeasures plan for defueling, refueling, and fuel storage, and conform to all applicable federal, state, and local laws, ordinances and applicable rules.

Co-op fueling is strictly prohibited at Pryor Field Regional Airport.

E. Applicability

These Minimum Standards specify the standards and/or requirements that must be met by any entity engaging in aviation aeronautical activities at Pryor Field Regional Airport.

Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. The Authority shall make any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement. No Entity shall be allowed to engage in aviation aeronautical activities at the Airports under conditions that do not, in the Authority's sole discretion, fully comply with these Minimum Standards, unless the Authority has approved an exemption or variance by formally adopted board resolution.

These Minimum Standards shall apply to any use of Airport land or Improvements for engaging in aviation aeronautical activities.

F. Variance

The Authority may, but is not obligated to, approve variances to these Minimum Standards when special conditions or unusual circumstances exist.

Requests for a variance must:

1. State the specific provision(s) for which the variance is being sought;
2. Describe the proposed variance;
3. State the reason for the proposed variance;
4. Identify the anticipated impact on the Airport (and other entities including Operators, lessees, sublessees, users of the Airport, and the public); and
5. Identify the duration of the proposed variance.

Prior to the approval or denial of a variance, the Authority shall conduct a review of all relevant information including the request for variance as well as any other information that may be requested or required by the Authority.

In acting on a request for variance, the Authority may grant the request only when it is determined that:

1. Enforcement of specific provisions in these Minimum Standards will create an unnecessary hardship or practical difficulty in the intended use of the affected property;



2. The variance will not injure the existing or permitted use of adjacent conforming property in accordance with the Airport Master Plan; and
3. The granting of a variance is consistent with the purpose and intent of these Minimum Standards.

Approval or denial of a variance shall be determined by the Authority. If approved, the variance shall only apply to the particular case for which the variance is granted. An approval by the Authority of a variance shall not serve to amend, modify, or alter these Minimum Standards or any existing Agreement.

G. Exclusive Rights

In accordance with airport assurances given to the federal or state government by the Authority as a condition to receiving federal 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 operator any exclusive right, other than those exclusive rights that may be a part of a lease or other legally proper document.

H. Pioneering Period

When a specific product, service, or facility is not currently being provided at the Airport, the Authority may enter into or approve an agreement with an operator under terms and conditions that may be less than those outlined in these minimum standards for a limited period of time known as a pioneering period. The duration of the pioneering period shall be specified in the agreement.

I. Disputes

An entity aggrieved by a decision of the Authority may appeal such decision to the Airport Manager.

The entity shall submit all disputes, of whatsoever nature or basis, in writing, to the Airport Manager within 10 calendar days of the occurrence allegedly giving rise to such dispute. Disputes that are not submitted within 10 calendar days shall not be considered.

The Airport Manager shall respond to such dispute within 45 days of the receipt of the dispute by either a) making a written determination with respect to the dispute or; b) making a written request for additional information. If requested, the entity shall provide all requested additional information within 10 calendar days requested by the Airport Manager, or the dispute shall be denied. If requested by the Airport Manager or Authority Board, a meeting may be held. Thereafter, a written determination will be submitted to the entity within 45 days.

If an operator has filed a dispute, the Operator shall diligently continue performance of its agreement with the Authority regardless of whether such dispute is pending or on appeal, and regardless of the outcome of such dispute or appeal.



APPLICATION PROCEDURES

Application Procedures

A. Introduction

Application to perform Aeronautical Services must be made in accordance with these Minimum Standards and signed by all parties owning an interest in the business including each partner, director, or corporate officer.

The application with all required documentation shall be submitted to the Airport Manager.

B. Required Documents

Applicants shall furnish the Authority with the following supporting documents as evidence of organizational and financial capability to provide the proposed activities:

- Business plan – a written proposal detailing the nature of the proposed Aeronautical Service to be provided, space and facility requirements, and proposed location on the Airport.
- Financial Statement - a current financial statement prepared in accordance with generally accepted accounting principles (GAAP) principles by a certified public accountant (CPA). Applicant must submit a report from all principals for a corporation or partnership. The airport shall be entitled to consider the financial statement in evaluating the applicant's financial ability to provide reasonable, safe and adequate Aeronautical Services to the public.
- Credit Report – a current credit report covering all business activities in which the applicant has participated within the past ten years.
- Personnel – a listing, with resumes, of all key personnel, along with a description of their duties and responsibilities.
- Evidence of Insurance with policy coverage – conditioned on the faithful performance of an agreement that conforms to the requirements of the Airport Authority's Insurance Requirements.

The Authority reserves the right to request a deposit and/or charge a fee with the submittal of the application to indicate good faith intentions of the applicant and/or offset any costs incurred by the Authority in the review of the application.

Any past or current violations of FAA regulations must be disclosed in the application process. Failure to disclose such violations will result in denial of the application.

The Authority reserves the right to deny any application, or reject any proposal to operate any aeronautical service on the Airport, if in its opinion, it finds any discrepancy between the applicant and the standards outlined in these Minimum Standards.

The operator shall, prior to commencing operations at the Airport, provide the Authority with a cash deposit, contract bond, irrevocable letter of credit, or other security acceptable to the Authority ("Contract Security") to guarantee the faithful performance by the Operator of its obligations under these Standards and its operating agreement with the Authority. At a minimum, 3 months fees and charges to be payable by the operator to the Authority. The Authority reserves the right to increase the required deposit amount.



GENERAL REQUIREMENTS

General Requirements

A. Introduction

All entities 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 the entity's activities, as set forth in the subsequent sections.

B. Leased Premises

An Entity shall lease or sublease sufficient land and/or lease, sublease, or construct sufficient improvements for the activity as required in these Minimum Standards. Improvements shall fully comply with applicable regulatory measures including, but not limited to, zoning, building and fire codes, setbacks, access, ingress/egress, drainage, and vehicle parking.

The Authority, in accordance with the Authority's requirements and any agency having jurisdiction, must approve construction of any Improvements in advance.

Leased premises requiring public access shall have direct landside access. Should landside access not exist, pedestrians or vehicles needing access to the airfield shall operate all vehicles in accordance with Pryor Field's Guide to Ground Vehicle Operations.

Aprons should be:

1. Contiguous and separated by no more than a taxilane that allows entity to taxi or tow aircraft without crossing a taxiway or public roadway;
2. Of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest type, size and weight of Aircraft the hangar was built to accommodate without interfering with the movement of Aircraft:
 - a. In and out of other facilities; and/or
 - b. Operating to, from, or on taxilanes or taxiways.

C. Facility Maintenance

Commercial Operators, at their sole cost and expense, shall:

1. Maintain the Leased Premises, including all related and associated appurtenances, landscaping, paved areas, installed equipment and utility services, 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. Provide all necessary cleaning services for the Leased Premises, including custodial services, trash removal 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 wear excepted and
3. Replace and/or reimburse the Authority for any property damaged by lessee, its activities, sublessees, customers, employees, visitors, vendors, suppliers, or contractors.



D. Products, Services, and Facilities

Products, services, and facilities should be provided on a reasonable basis to all Airport users. Operator shall charge reasonable prices for each product, service, or facility.

E. Licenses, Permits, Certifications, and Ratings

Operator shall obtain and require employees to obtain, at Operator's or employee's sole cost, all necessary licenses, permits, certifications, or ratings required for the conduct of Operator's activities as required by any agency having jurisdiction prior to engaging in any activity at the Airport. Upon request, Operator or its employees shall provide copies of such licenses, permits, certifications, or ratings to the Authority within five (5) business days of date of request.

Operators, lessees, or sublessees engaged in any activity at the Airport, whether using or occupying Airport land and/or Improvements or otherwise, shall adhere to the practices recommended by the FAA and the directives issued by the Authority.

F. Employees

Operator shall employ a qualified, experienced, and professional on-site supervisor who shall be fully responsible for the day-to-day management of Operator's activities.

Operator shall provide a supervisor on the Leased Premises to manage Operator's activities and such person shall be authorized to represent and act 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 available by telephone 24 hours a day, 7 days a week.

Operator shall have on duty, and immediately available during hours of activity, properly trained, and qualified 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.

Operator shall comply with all ADA access requirements and employment will comply with respect to employee discrimination.

G. Equipment and Vehicles

All required equipment and vehicles must be operational and available at all times and capable of providing all required products and services in a manner consistent with intended use. Equipment and vehicles may be unavailable, from time to time, on a temporary basis due to routine or emergency maintenance as long as the equipment or vehicles are returned to service as soon as possible. If the equipment is essential for airport operations (i.e.: fueling vehicles), a replacement unit shall be acquired by the lessee immediately.

H. Hours of Activity

Unless otherwise stipulated in these Minimum Standards, Operator's services shall be offered and available to meet reasonable demand of customers for the activity eight hours per day excluding holiday

If not a 24/7 operation, Commercial Operator hours of activity and contact information for afterhours service shall be clearly posted in public view using appropriate and professional signage approved by the Airport Manager.



Operator or Non-Commercial Lessee shall designate a responsible person for the coordination of all procedures and communications and provide point-of-contact information to the Authority including the name and telephone number of the primary and secondary contacts. One of the contacts shall be available by telephone at all times.

I. Security

Operator and Non-Commercial Lessee shall fully comply with the Authority's security requirements as applicable to the Airports, Leased Premises, and activities (e.g. Transportation Security Regulations.) Operator and Non-Commercial Lessee shall not share physical access tokens or divulge access information to unauthorized entities or personnel.

Operator or Non-Commercial Lessee must fully comply with applicable reporting requirements as established by the Authority, FAA, DHS, TSA, and any other agencies.

The Authority Airport Security Plan shall be in force at all times and adhered to.

J. Insurance

Operator or Non-Commercial Lessee shall procure, maintain, and pay all premiums throughout the term of its Agreement for the applicable insurance coverage and amounts required by regulatory measures and set by the Authority, Minimum Insurance Requirements, as amended from time to time, of these Minimum Standards for each activity conducted. The insurance company or companies underwriting the required policies shall be authorized to write such insurance in the State of Alabama, with an A.M. Best's rating of A- or above. Operator shall name the Authority as additional insured and provide proof of insurance to the Authority.

When coverage and/or the amounts set forth in currently established Minimum Insurance Requirements, are not available on a commercially reasonable basis, appropriate replacement coverage and/or amounts must be approved by the Authority.

The Authority reserves the right to require additional or different types of insurance coverage based on an entity's individual risks and/or exposures.

When an entity engages in more than one activity, it shall procure and maintain insurance for the combined total of the minimum requirements of each activity. An Entity 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 Department. All insurance that Operator or Non-Commercial Lessee is required to carry and keep in full force and effect, shall name the City, and its representatives, officers, officials, employees, agents, and volunteers as additional insured. All insurance policies, including any Workers compensation, shall include a waiver of subrogation (Right of Recovery) in favor of the Pryor Field Regional Airport Authority.

Liability policies shall contain, or be endorsed to contain the following provisions:

1. The Authority individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of Entity; premises owned, leased, occupied, or used by Entity; and/or vehicles, equipment, or Aircraft owned, leased, hired, borrowed, or operated by Entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by the Authority;



2. Such insurance, as to the interest of the Authority only, shall not be invalidated by any act or neglect or breach of contract of Entity. Any failure to fully comply with reporting or other provisions of the policies shall not affect coverage provided to the Authority individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers. Entity'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; and
3. Coverage shall not be suspended, voided, or cancelled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice or 10 days prior written notice for cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to Authority.

Certificates of insurance shall be delivered to the Authority upon execution of any Agreement, or when approval is given by the Authority to conduct any activity at the Airport. Thereafter, Operator or Non-Commercial Lessee shall provide certificates of insurance to the Authority every 12 months. In addition, Operator or Non-Commercial Lessee shall furnish a certificate of insurance if any change, for example, changing underwriters, coverage, or amounts occurs.

The coverage and amounts stipulated herein for each activity represent the minimum coverage and amounts that shall be maintained by Operator or non-commercial lessee, at all times, to engage in activities at the Airport. Operator or Non-Commercial Lessee is encouraged to secure higher amounts.

Operator or Non-Commercial Lessee shall, at its sole cost and expense, cause all Improvements on the Leased Premises to be kept insured to the full insurable replacement cost with no depreciation, or as required by the lease for the improvements, against the perils of fire, lightning, wind, hail, tornado, extended coverage, and/or vandalism. The proceeds of any such insurance paid on account for any of the aforementioned perils shall be used to defray the cost of repairing, restoring, or reconstructing Improvements to the condition and location existing prior to the casualty causing the damage or destruction, unless a change in design or location is approved, in writing, in advance, by the Authority.

Operator or Non-Commercial Lessee 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 Authority. The operator shall indemnify the Authority for any environmental damage mitigation it suffers.

K. Indemnification and Hold Harmless

Each Entity shall defend, indemnify, save, protect, and hold harmless the Authority and its representatives, officers, officials, employees, agents, and volunteers from and against any and all actual or alleged claims, demands, damages, expenses, costs, fees, including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees, fines, environmental costs, and/or penalties that may be imposed upon, claimed against or incurred or suffered by the Authority 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 Authority's negligence or willful misconduct:

1. Any act, omission, or negligence of Entity or Entity's partners, officers, Directors, agents, employees, invitees, or contractors;
2. Any use, occupation, management or control of the Leased Premises by Entity, whether or not due to Entity's own act or omission;
3. Any condition created in or about the Leased Premises after the effective date; and



4. Any breach, violation, or nonperformance of the Entity or the Entity's obligations under any Agreement.
- a. In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability will be assessed in accordance with State of Alabama's principles of comparative fault.
 - b. In the event of an environmental contaminating accident, to include all leaks, spills, or other damage that may result through the handling, storage, and/or dispensing of fuel, or an incident caused by Operator or non-commercial lessee, its employees, its vendors, its suppliers, its contractors, or any other Entity associated with any Operator or Non-Commercial Lessee or any Entity violates any environmental law, Operator, non-commercial lessee, or Entity shall accept total responsibility and defend, indemnify, save, protect, and hold harmless the Authority and its representatives, officers, officials, employees, agents and volunteers.

Nothing herein shall constitute a waiver of any protection available to the Authority and their representatives, officers, officials, employees, agents, and volunteers under the State of Alabama Constitution.

L. Enforcement

In the event an Entity fails to comply with the Minimum Standards, the Authority shall send a written statement of violation to such Entity at its address of record in the agreement. The Entity shall have 30 calendar days from date of notice within which to provide a response to the Authority explaining why the violation occurred and to advise the Authority that the violation has been corrected. If the Entity fails to cure the violation within such time period, the Authority shall have the right to suspend or revoke the Entity's privileges at the Airport, as the Authority deems necessary in order to obtain a correction of the violation. In the event such violation is not susceptible to cure within 30 calendar days, Entity shall have such additional time to effect a cure, as determined by the Authority. In addition, the Entity's record of any such violation shall be considered any time the Entity seeks permission, or requests approval from the Authority.

M. Multiple Activities

The Minimum Standards or requirements for combined activities shall not be:

1. Less than the highest standard or requirement for each element within the combined activities; or
2. Greater than the cumulative standards or requirements for all of the combined activities.

N. Through-The-Fence Operations

No private individual, partnership, FBO, company, or corporation shall be permitted direct ground access to the Airport by their aircraft, customers' aircraft, or private vehicle from property adjacent to or in the immediate vicinity of the Airport without prior coordination with the proper government authorities. Furthermore, no private individual, partnership, company, corporate, or customers' aircraft or vehicle shall be permitted direct ground access to property from the Airport, a practice commonly known as a "through-the-fence operation" without prior coordination.

O. Non-Discrimination

Entity shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities



provided for the public, or in any manner prohibited by applicable Regulatory Measures including 49 CFR Part 21 "Nondiscrimination in Federal-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, as amended or reenacted.



FIXED BASE OPERATOR (FBO)

Fixed Base Operator (FBO)

A. Introduction

An FBO can meet the requirements of Aircraft maintenance by arrangement with an authorized operator who meets the Minimum Standards for Aircraft Maintenance Operator and operates at the Airport.

B. Scope of Activity

An FBO shall develop and maintain Standard Operating Procedures (SOP's) for Aircraft fueling and ground handling to ensure compliance with standards set forth in Advisory Circular 00-34A current version, "Aircraft Ground Handling and Servicing". FBO's SOP's shall include a training plan, fuel quality assurance procedures and associated record keeping, and emergency response procedures to fuel spills and fires.

An FBO's SOP's shall be submitted to the Authority and updated as changes made by the FBO.

An FBO should include the following activities, products and services:

- Aviation fuels and lubricants, ground services, support and amenities
- Aircraft maintenance
- Aircraft storage or parking (apron/tiedowns and/or hangars)
- Aircraft marshalling (direct to parking)
- Aircraft towing
- Oxygen services
- Nitrogen services
- Compressed air services
- Lavatory services
- Aircraft ground power (direct current)
- Baggage handling & related services
- Concierge services
- Courtesy transportation
- Ground transportation arrangements
- Aircraft catering arrangements
- Aircraft cleaning/washing service

Any entity proposing to establish an FBO shall be required to meet the minimum investment of \$1,000,000.00.

- The amount paid for existing improvements may be considered as a part of the initial minimum investment requirement.
- Market value appraisal may be considered to determine the initial minimum investment.
- Improvements to existing infrastructure may be considered as a part of the initial minimum investment requirements.

C. Leased Premises

FBO operator shall have adequate land and improvements to accommodate all activities of the FBO and all approved sublessees. If the FBO operator chooses to utilize Authority common space (Terminal Building), the



FBO operator will be responsible for all utilities and maintenance unless deemed otherwise by the Authority. The Authority reserves the right to further negotiate these minimum standards.

D. Fuel Storage

The FBO shall lease the existing fuel storage facility and equipment from the Authority. If the FBO elects to develop additional fuel storage facility, the location must be approved by the Authority and consistent with the Master Plan, Airport Layout Plan, and/or Land Use Plan.

- FBO shall have adequate and proper storage for waste fuel or test samples or the capability to recycle the same.
- Fuel storage facility must meet all applicable federal, state, and local laws, rules and regulations generated by the Airport Authority, that are in place now and all future requires as may be applicable.
- For each type fuel, a fixed self-service fueling system will be under the management of the FBO.

An FBO must retain ownership and responsibility for all fuels delivered to the leased storage facility. The FBO is responsible for the payment of all fuel flowage fees owed with respect to the fuel delivered to its storage facilities.

An FBO shall have satisfactory arrangements made with a reputable aviation petroleum supplier for the delivery of aviation fuels.

An FBO shall provide the Authority with a written Spill Prevention, Control, and Countermeasures (SPCC) Plan that meets regulatory measures for FBO's fuel storage facilities and activities. Any time the SPCC is modified, the updated documentation reflecting the changes shall be provided to the Authority within three business days of the change.

Fuel delivered, stored, or dispensed by the FBO shall fully comply with the quality specifications outlined in ASTM D 1655 (jet fuel) and/or ASTM D 1910 (avgas), as applicable. Ensuring the quality of the fuel is the sole responsibility of the FBO operator.

Each fuel storage facility, each refueling vehicle, and all fueling equipment shall be equipped and maintained to fully comply with applicable regulatory measures including, but not limited to those prescribed by:

- National Fire Protection Association (NFPA) codes;
- U.S. Environmental Protection Act (NEPA);
- State of Alabama
- Counties of Limestone, and Morgan as applicable;
- City
- Applicable current version 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".

Refueling vehicles shall be equipped with metering devices that meet applicable regulatory measures. One refueling vehicle dispensing jet fuel shall have over-the-wing and single point aircraft fueling capabilities. If the refueling vehicles are leased from the Authority, the maintenance and general upkeep of the vehicles shall be the responsibility of the FBO.

If the FBO is utilizing the self-service fuel system, the operation and maintenance shall be the responsibility of the FBO. The system must meet the following at all times:

- Be available and maintained by the FBO for public commercial use;



- Have adequate lighting and signage; and
- Have detailed and readily accessible instructions for the proper and safe operation of the system, emergency shut-off, properly rated fire extinguisher, and fuel spill kit.

E. Fueling Reports

On or before the 15th calendar day of the subsequent month, the FBO shall:

1. Provide a summary report to the Authority identifying the number of gallons of aviation fuel delivered to the fuel storage facility by fuel time.
2. Provide bill of ladings, as received from the fuel supplier for fuel delivered, in support of the summary report; and
3. Pay the appropriate fees due to the Authority as stipulated in the Authority's Schedule of Rates and Charges.

Upon request at any time, records and meters shall be made available for review by the Authority or its designated representatives. Meter readings shall be provided monthly to the Authority.

G. Ground Support and Service Equipment

The following list of ground support and service equipment shall be provided by an FBO or authorized operator at the airport:

- Oxygen cart
- Compressed air unit
- Ramp marshalling vehicle
- Courtesy vehicle
- Tow bars
- Aircraft wash rack
- Equipment for securing aircraft on the apron
- Nitrogen cart
- Lavatory service cart
- Ramp transportation vehicle
- Aircraft towing vehicles
- Aircraft ground power (DC)
- Spill kit

G. Hours of Activity

In addition to the general requirements (Section 3.1), the FBO shall make available Aircraft fueling, parking, ground services, support, and amenities to meet reasonable demands of customers during weekends, holidays and after hours.

H. Employees

An operator shall employ the following number of minimum employees who shall be available during required hours of activity. A Line Service Technician may fulfill the responsibilities of the Customer Service Representative unless the Line Service Technician is performing duties off the leased premises. An FBO shall have at least one supervisory Line Service Technician trained in an FAA approved safety program.



Line Service Tech.		
	During hours of activity	1
	After hours on-call response time	1 hour
Customer Service Rep.	During hours of activity	1

I. Aircraft Removal

Recognizing that Aircraft removal is the responsibility of the Aircraft owner/operator, the FBO shall be prepared to lend assistance when a request is made by the Authority or the Aircraft owner/operator in order to maintain the operational readiness of the airport.

J. Subcontracting

An FBO shall not subcontract any fueling services. Subject to the prior written approval of the Authority, which may be withheld in the Authority’s discretion. Moreover, an FBO may subcontract with other Specialized Aeronautical Operator Services. In determining whether to grant or deny such approval, the Airport Manager may consider such factors as it deems to be pertinent and may impose such conditions as deemed appropriate.

K. Required Fees and Payment

The exact fees and payments due to the Authority will be determined on an individual basis and incorporated into a lease agreement.



AIRCRAFT MAINTENANCE OPERATOR & Avionics or Instrument Maintenance Operator (SASO)

Aircraft Maintenance Operator & Avionics or Instrument Maintenance Operator (SASO)

A. Introduction

These minimum standards shall take effect upon approval by the Authority.

B. Leased Premises

An operator engaging in this activity shall have adequate Leased Premises, as approved by the Authority, to accommodate all activities of Operator. In addition, all Improvements shall meet all applicable building and fire codes related to the activities

C. Employees

An operator shall employ a sufficient number of employees who shall be available during the required hours of activity.

D. Licenses and Certifications

An operator shall be properly certificated by the FAA as a Repair Station, as defined by 14 CFR Part 91 or 145 current version.

E. Equipment

An 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 current version Repair Station Manual.



AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

Aircraft rental or flight training operator (SASO)

A. Introduction

These minimum standards shall take effect upon approval by the Authority.

A person holding a current FAA certified flight instructor certificate, who provides occasional flight training and does not make flight training available to the public, shall not be deemed a commercial activity.

An aircraft owner seeking initial or recurrent training in their own Aircraft may compensate a flight instructor for instruction to the owner in their own Aircraft.

B. Leased Premises

An operator engaging in this activity shall have adequate Leased Premises, as approved by the Authority, to accommodate all activities of Operator. In addition, all improvements shall meet all applicable building and fire codes related to the activities

C. Employees

An operator shall employ the minimum number of employees who shall be available during required hours of activity.

D. Equipment

An operator shall have properly certified and airworthy aircraft available for rental or use in flight training. All aircraft shall be owned, leased, and/or operator by the Operator.

Flight Training Operators shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction in accordance with CFR Part 61 and/or Part 141.

E. Hours of Activity

Operator shall be open and services shall be available to meet the reasonable demands of customers for this activity. Such hours should be posted in publicly accessible places and mediums.

F. Insurance Disclosure Requirement

Any Operator conducting Aircraft rental or flight training shall post a notice and incorporate within its rental and instruction Agreements, as well as providing a copy of such notice to the Authority, that:

1. Identifies the insurance coverages provided to the renter or student by Operator;
2. Discusses when and how the insurance coverages apply;
3. Indicates where additional information can be obtained; and
4. Advises the renter or student that additional insurance coverage is available.
5. Identifies the Authority as additional insured.



AIR CARGO HANDLER (SASO)

Air Cargo Handler (SASO)

A. Introduction

An Air Cargo Handler is a person(s), firm(s) or corporation(s) engaged in the business of loading or unloading air cargo (excluding passenger baggage) on or off an aircraft. An owner or operator of an aircraft that uses its own employees to load or unload air cargo on or off such aircraft shall not be considered an Air Cargo Handler as defined herein.

B. Facilities

The Air Cargo Handler must have the lease or sublease space and facilities adequate at the Airport to store its equipment, to operate its business, and to accommodate its employee parking requirements. Minimum space and facilities requirements in order to service aircraft of the size shall be reviewed on a case-by-case basis.

C. Equipment

The Air Cargo Handler must have the use of sufficient and appropriate equipment to serve the customer's aircraft. This includes but is not limited to:

- Forklift with a minimum 5,000 lb. rating, gas or electric.
- Tow bars for freight equipment and carts
- Pallet dollies

The entity shall utilize a floor scale certified by the State of Alabama in accordance with applicable legal requirements.

D. Hours of Operation

Entity shall have services available as required by the Authority and/or to properly service customers.

E. Personnel and Training

Entity shall have sufficient uniformed personnel to provide the services desired by the customer(s). Staff should be familiar with loading capabilities of cargo aircraft. Moreover, the operator of aircraft shall supervise loading and unloading operations at all times.

F. Insurance Requirements

Operator is required to provide the applicable types of insurance for their operation in the limits specified by the authority.

G. Rates and Fees

Gross receipts shall be computed and audited in accordance with the provisions of the Operating Agreement and the Authority schedule of rates and charges.

In the event of a conflict between the provisions of said Operating Agreement and generally accepted accounting principles or general accepted auditing standards, the provisions of the Operating Agreement shall control, and the provisions of the Operating Agreement shall not be limited by such principles or standards.



FLYING CLUB

Flying Club

A. Introduction

A flying club is a not-for-profit, member-run organization that provides its members access to aircraft. Each flying club organization must be a non-profit corporation, limited-liability corporations, or partnership. Each member must have a share in the ownership of the aircraft or be a member of the corporation.

The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use, operation, maintenance, and replacement of its aircraft.

B. Facilities

The flying club must lease applicable facilities from the Authority. Those requesting access to the facilities must submit a complete list of the club's membership and investment share held by each member to the Authority

C. Equipment

Flying club aircraft must maintain the insurance requirements required by the Authority. Any qualified mechanic whom is a registered club member and partial owner of the aircraft owned and operated by the flying club shall be allowed to perform maintenance work on the aircraft in which the mechanic has ownership.

The operation of club aircraft by other than bona fide members for rental, is strictly prohibited.



ALL TENANTS

All Tenants

A. Introduction

The following rules and regulations shall be observed in the use and operation of the airport.

B. Construction (General)

Prospective tenants wishing to construct facilities on airport property shall furnish all applicable documents to the Authority for review. The Authority shall respond to such requests in writing within 60 days. The tenant shall be responsible for obtaining all necessary building permits from the applicable authority. The Authority reserves the right to request modifications to plans in order to ensure uniform design specifications. All proposed construction must be located on properly referenced land on the Airport Layout Plan (ALP). If deemed necessary, the Authority may ask the airport engineer to review plans and specifications. In this case, the Authority may charge a fee for said review.

C. Airport Improvements

The Authority reserves the right, and shall make every effort to maintain and keep in repair the landing area of the Airport, and all publicly owned facilities on the Airport, together with the right to direct and control all activities of the Authority in this regard. Airport improvement projects shall not affect tenant's obligation to pay all applicable charges and fees. In addition to the requirements of the FAA and ALDOT Aeronautics, the Authority may establish and implement such rules and regulations as may be required for the (a) safe and orderly operation of the Airport, (b) the safe and orderly operation of aircraft in the Airport traffic area and airspace surrounding the Airport, and (c) the safe and orderly operation of aircraft and vehicles on the ground.

D. Safeguard of Persons and Property

The Airport Manager shall at all times have authority to take necessary and legal actions to safeguard any person, aircraft, equipment, or property at the Airport.

E. Damage to Airport

Any person damaging any runway, ramp, or taxiway, or any light or fixture by operation of aircraft or otherwise, shall immediately report such damage to the Airport Manager. Persons causing damage to runway, taxiway, or lighting components as a result of negligent operation of an aircraft or willful acts will be liable for repair, or replacement cost of the light(s) and/or fixture(s), at the sole discretion of the Airport Manager.

F. Authority to Suspend Operations

The Airport Manager may suspend or restrict any or all operations whenever such action is deemed necessary.

G. Standard Traffic Pattern, Non-Towered Airports

All flight activity will adhere to FAA Advisory Circular 90-66 (latest change) "Recommended Standard Traffic Patterns and Practices for Aeronautical Operations at Airports without Operating Control Towers"; also depicted in the Aeronautical Information Manual.



Recommended traffic pattern altitudes are 800 feet Above Ground Level (AGL) for piston powered airplanes and 1300 feet AGL for turbine powered airplanes. Helicopters will operate as to not obstruct the normal traffic pattern. The use of standard traffic patterns does not alter the responsibility of each pilot to see and avoid other aircraft.

H. Careless or Reckless Operations

In accordance with 14 CFR 91.13, No person may operate in a careless or reckless manner so to endanger the life or property of others.

I. Special Operations

The Airport Manager may, in the interest of safety, designate special traffic procedures for certain operations, such as helicopters, air shows or aviation fly-ins, agricultural operations, gyroplanes, powered lift, gliders, balloons, airships, ultralights, and light sport aircraft in the weight shift control or powered parachute class under the guidance of CFR Part 103. Any such change from standard procedures shall be published in the FAA's Airport / Facility Directory if of a permanent nature or the Airport Manager shall issue a NOTAM if such change is if a temporary nature. Permanent changes require filing through the FAA. Temporary closing of a portion of the airport for special events must be approved by the FAA. See FAA Order 5190.6 (latest change).

J. Event Attendance

Events on airport property with anticipated attendance greater than 50 people, require prior approval by the Airport Manager.

K. Precedence

In the event of any conflict between the terms of these Minimum Standards and the provisions of any lease of a portion of the Airport property, the most stringent requirement in either document shall be controlling.