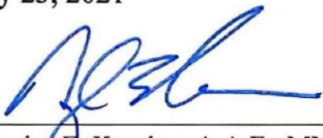




MINIMUM STANDARDS FOR OPERATORS OF AERONAUTICAL ACTIVITIES

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Approved: 

Douglas E. Kreulen, A.A.E., MNAA President & CEO

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PART I: GENERAL REQUIREMENTS

Section 1: General Information

1.1 Purpose.

These Minimum Standards¹ are promulgated by the Metropolitan Nashville Airport Authority (the “Authority”) to prescribe the threshold entry requirements that must be met by any Person that provides or seeks to engage in Commercial Aeronautical Activities (an “Operator”) at John C. Tune Airport (the “Airport”). The establishment of these Minimum Standards does not imply any right to conduct any services at the Airport. The purpose of these Minimum Standards includes: making the Airport available for public use on reasonable conditions and without unjust economic discrimination; ensuring that each Operator is reasonably fit, willing and able to perform the Commercial Aeronautical Activities it seeks to provide at the Airport; discouraging unqualified Operators; preventing unauthorized, irresponsible, unsafe or inadequate services and products; maintaining a high quality of service for all Airport users, including the public; ensuring efficient operation of the Airport; preventing unfair competition; providing for the future development of the Airport; and making the Airport as financially self-sustaining as possible.

1.2 Applicability.

1.2.1 These Minimum Standards apply to any Operator that currently provides or is seeking to conduct, alter or expand Commercial Aeronautical Activities at the Airport.

1.2.2 Any Prospective Operator seeking to conduct Commercial Aeronautical Activities at the Airport or any Existing Operator seeking to change or expand the scope of its Commercial Aeronautical Activities shall submit an Application in accordance with Section 2.

1.2.3 Any Commercial Aeronautical Activity for which there is no specific Minimum Standards will be addressed by the Authority on a case-by-case basis consistent with the purpose of these Minimum Standards.

1.2.4 It is the policy of the Authority to extend the opportunity for conducting a Commercial Aeronautical Activity at the Airport to any Operator meeting the these Minimum Standards for the proposed Commercial Aeronautical Activity, subject to (a) the execution of a Lease or Operating License in a form acceptable to the Authority and (b) 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.

1.2.5 Each Operator must have a Lease or Operating License with the Authority to conduct its Commercial Aeronautical Activity at the Airport.

¹ Unless otherwise defined in these Minimum Standards, defined terms used herein shall have the meanings ascribed to them in **Appendix A**.

1.2.6 These Minimum Standards shall not amend, modify or supersede federal, state or local laws or regulations.

1.2.7 These Minimum Standards are subordinate and subject to the provisions of any agreement between the Authority and the United States relating to the operation or maintenance of the Airport, the execution of which has been, or in the future may be, required as a condition precedent to the transfer of federal rights or property to the Authority for airport purposes; the expenditure of federal funds for the development of the Airport; or the collection of passenger facility charges for Airport projects.

1.2.8 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.

1.3 Effective Date.

These Minimum Standards shall become effective on July 23, 2021 (the “Effective Date”) and shall replace and supersede the Minimum Standards for Operators of Aeronautical Activities at John C. Tune Airport Nashville, Tennessee, dated February 21, 2017. On or after the Effective Date, any reference in any Authority agreement to such prior standards shall be deemed to be a reference to these Minimum Standards, to the extent legally permissible.

1.4 Transition Requirements For Existing Operators.

With regards to an Existing Operator conducting Aeronautical Activities prior to July 23, 2021, all conditions in that Operator’s Lease or Operating License that do not meet these Minimum Standards shall be considered non-conforming. All such non-conforming conditions shall be brought into conformance at the earliest opportunity taking into consideration the terms and conditions of the Operator’s Lease or Operating License.

1.5 Amendments.

The Authority reserves the right to amend these Minimum Standards as the Authority determines may be necessary or desirable to meet the needs of the Airport, to improve the quality of services, to enhance competition or as otherwise deemed to be reasonable by the Authority.

1.6 Waivers.

The Authority may waive or modify any portion of the Minimum Standards for the benefit of any governmental agency performing non-profit public services, fire protection, or emergency response operations. The Authority may waive or modify any portions of these Minimum Standards for any Operator when it is determined that such waiver or modification is in the best interest of the Airport and is consistent with the Authority’s legal obligations.

1.7 Competitive Bids.

Requests for proposals (RFPs) and other competitive bid solicitations for the provision of Commercial Aeronautical Activities may be issued by the Authority at any time, including in

response to an Application submitted in accordance with Section 2 if the Authority determines that a competitive solicitation is necessary for compliance with the Authority's federal grant assurances or will otherwise be in the best interests of the Airport. RFPs and other competitive bid solicitations will have their own informational requirements that may supplement or replace those found in these Minimum Standards.

Section 2: Application Procedures

2.1 Requirement to Submit an Application.

Any Prospective Operator, or any Existing Operator that seeks to expand its authorized Commercial Aeronautical Activities at the Airport or experiences a change in the equity ownership thereof of fifty-one percent (51%) or more, must submit an Application to the Authority in accordance with this Section 2. The complete Application, together with all required documentation, shall be submitted to:

Commercial Development
The Metropolitan Nashville Airport Authority
140 BNA Park Drive, Suite 520
Nashville, Tennessee 37214-4114
commercialdevelopment@flynashville.com

2.2 Form of Application.

All Applications shall include a completed application form. The application form is attached to these Minimum Standards as **Appendix B**.

2.3 Required Information and Documentation.

As part of its Application, an Applicant shall furnish the supporting documents and information listed in this Section 2.3 as evidence of its organizational and financial capability to conduct the proposed Commercial Aeronautical Activity.

2.3.1 Business Plan. A written proposal detailing the nature of the proposed Commercial Aeronautical Activity to be provided, space and facility requirements, key personnel and their roles and the proposed location at the Airport.

2.3.2 Financial Statement. A current financial statement (for a corporation, sole proprietorship or for all principals of a partnership or joint venture) prepared in accordance with generally accepted accounting principles and certified by a certified public accountant. For newly formed businesses that do not have a current financial statement, the Authority may require financial statements from other business owned by the principals or corporate affiliates.

2.3.3 Credit Report. A current credit report (for a corporation, sole proprietorship or for all principals of a partnership or joint venture) covering all business activities in which the Applicant has participated within the past ten years. For newly formed businesses that do not have a current credit report the Authority may require a credit report from other business owned

by the principals or corporate affiliates or any other relevant financial information that the Authority deems necessary to determine the creditworthiness of the Applicant.

2.3.4 **Experience.** To the extent that the Commercial Aeronautical Activity requires a minimum level of experience, sufficient documentation of the Applicant's experience.

2.3.5 **Personnel.** A list, with resumes, of key personnel to be assigned to the Airport by the Applicant along with a description of their duties and responsibilities. The Authority may waive the resume requirement if there is a clear description of duties and responsibilities and a hiring plan that the Authority deems, in its sole discretion, to be commercially sufficient.

2.3.6 **Licenses and Permits.** Copies of all licenses, certifications and permits possessed by the Applicant or its key employees that will be based at the Airport and that are required to perform the proposed Commercial Aeronautical Activities.

2.3.7 **Insurance.** Evidence of the insurance coverages required as specified in **Appendix C** or otherwise specified in these Minimum Standards.

2.3.8 **Commencement Date.** The proposed date for commencement of the proposed Commercial Aeronautical Activity.

2.4 Authority Action on an Application.

2.4.1 **Completeness Review.** Within 30 days of receiving an Application, the Authority will review the Application and notify the Applicant that either (a) the Application is complete; (b) additional information is required; or (c) the opportunity will be competitively bid.

2.4.2 **Additional Information.** The Authority may require, and the Applicant shall provide, any additional information that the Authority determines is necessary to evaluate the Application and make a determination on whether the Application meets these Minimum Standards.

2.4.3 **Decision.** Within 90 days of the receipt of a complete application and any additional information required by the Authority under Section 2.4.2, the Authority will make a determination on the Application by either (a) conditionally approving the Application as consistent with the Minimum Standards or (b) denying the Application.

2.4.4 **Conditional Approval Does Not Authorize Operation.** A conditional approval of the Application does not, by itself, give the Applicant the right to conduct Commercial Aeronautical Activities at the Airport. Before any Operator may conduct Commercial Aeronautical Activities at the Airport, it must have a valid Lease or Operating License.

2.5 Grounds for Denial of an Application.

The Authority may deny any Application if the Authority, in its sole discretion, determines any of the following:

2.5.1 The Applicant has not adequately demonstrated that it meets the applicable Minimum Standards.

2.5.2 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, including any supporting documentation or additional information requested by the Authority.

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

2.5.4 The proposed Commercial Aeronautical Activity conflicts with the Authority's John C. Tune Airport Layout Plan or Airport Master Plan, or will create a safety hazard as determined by the Authority or the FAA.

2.5.5 The proposed Commercial Aeronautical Activity requires the Authority to spend funds or to supply materials or resources that the Authority is either unable or unwilling to spend or supply or will otherwise result in a financial loss to the Authority.

2.5.6 The proposed Commercial Aeronautical Activity would require Existing Operators, without their consent, to (a) reduce the amount of Airport property they use to provide Aeronautical Services; (b) result in congestion anywhere within the Airport; or (c) interfere with the efficient operation of Existing Operators or other aeronautical users of the Airport.

2.5.7 The proposed Aeronautical Activity could be detrimental to the Airport.

2.5.8 The Applicant has violated any of these Minimum Standards or any other regulations of the Authority, the standards and regulations of any other airport, or any other federal, state or local statutes, ordinances, laws, regulations or orders that are applicable to the Applicant, the Airport or any other airport.

2.5.9 The Applicant has been convicted of any felony.

2.5.10 The Commercial Aeronautical Activity is inconsistent with applicable local ordinances to the extent such local ordinances are consistent with the Authority's federal obligations.

2.5.11 The Applicant is currently in default, or has been in default in the past, in the performance of any lease, license or other agreement or operating permit with the Authority or another airport.

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

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

2.5.14 The Applicant is unable to obtain sufficient insurance, financial sureties or guarantors to protect the interest of the Authority.

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

2.5.16 Approval of the Application would be inconsistent with any of the Authority's federal grant assurance obligations.

Section 3: Minimum Standards Applicable to All Commercial Aeronautical Activities

In addition to the Minimum Standards applicable to each specific category of Aeronautical Activity set forth in Parts II and III, every Operator conducting Commercial Aeronautical Activities at the Airport must meet the general requirements specified in this Section 3.

3.1 Requirement for Lease or Operating License.

Every Operator conducting any Commercial Aeronautical Activity at the Airport on or after the Effective Date must hold either (a) a current and valid Lease with the Authority which specifies that the Operator's Commercial Aeronautical Activities are a permitted use or (b) an Operating License from the Authority authorizing the Operator to engage in such Commercial Aeronautical Activity. Any such Lease or Operating License shall be in a form prescribed by the Authority that specifies, among other rights and obligations, which types of Commercial Aeronautical Activities the Operator is authorized to conduct; requires the payment of fees to the Authority; imposes insurance, indemnification, and environmental obligations; and requires a security deposit or other form of contract security.

3.2 Adequate Financial Resources.

All Applicants shall demonstrate to the Authority that they have adequate financial resources to successfully operate the proposed Commercial Aeronautical Activity. In addition to demonstrating adequate financial resources through the documentation required in the Application, the Applicant may be required to provide financial security to the Authority in an amount and form determined by the Authority.

3.3 Insurance.

Prior to commencement of service, all Operators shall procure and maintain continuously in effect throughout the term of their activities upon the Airport, at the Operator's sole expense, insurance of the types and in at least such minimum amounts as are set forth in **Appendix C** or otherwise specified in these Minimum Standards, which may be revised by the Authority from time to time. Under no circumstances may any Operator be permitted to operate at the Airport without insurance.

The insurance requirements set forth in these Minimum Standards provide the minimum requirements to operate at the Airport. The Authority retains the right to require different or

additional insurance obligations, including higher coverage requirements, through an Operator's Lease or Operating Agreement and the Operator shall be required to meet any such obligations.

3.4 Experience.

Certain Commercial Aeronautical Services require a minimum level of experience to ensure that a safe, efficient and adequate level of operation and services is offered to the public. Where an Operator is unable to meet the experience requirement, the Authority will consider, in its sole discretion, whether other related and relevant experience is sufficient to ensure safe, efficient and adequate services and levels of operation are offered to the public.

3.5 Facilities and Equipment.

3.5.1 Property/Facilities. Unless the Operator is a Non-Tenant Operator or is otherwise exempted from this requirement by the Authority in the Authority's sole discretion, each Operator must either lease the property or facilities required for the Commercial Aeronautical Activity directly from the Authority, sublease such property or facilities at the Airport from another Airport Tenant, subject to approval by the Authority, or use the property or facilities of another Airport Tenant that is a direct corporate affiliate of the Operator.

3.5.2 Hours of Operation. For all SASOs, excluding FBOs, the hours of operation shall be Monday through Friday, 8:00 am – 5:00 pm unless the Operator receives written approval from the Authority to operate alternative hours. These hours shall be referred to as "business hours".

3.5.3 Hangars and Other Buildings and Facilities.

(a) To the extent required by these Minimum Standards, the Operator shall lease or construct one or more hangars for aircraft storage sufficient to meet its demands.

(b) Hangars that are used for aircraft maintenance or storage shall provide sufficient utilities and fire protection, as required by Applicable Laws.

(c) To the extent required by these Minimum Standards, the Operator shall lease or construct sufficient buildings and other facilities to support its activities at the Airport at an adequate level of service, as determined by the Authority in its sole discretion.

(d) Any Operator with leased space shall provide paved walkways for all points of access conforming to the criteria specified in the Americans with Disabilities Act and any other Applicable Laws.

(e) The design, construction and installation of any improvements on the Airport, including but not limited to new and modified facilities, shall be undertaken in accordance with and subject to any applicable Airport Rules and Regulations, including without limitation the Airport Improvement Request (AIR) process as set forth in the Airport Improvement Request Manual (AIRM), or a successor tenant improvement manual. The AIRM addresses all forms of tenant improvements, including but not limited to buildings, landscaping

and outdoor lighting. A copy of the current AIRM may be obtained from the Authority upon request.

(f) Each Operator shall be responsible for the maintenance of any improvements on its Leased Premises and any improvements on the Airport that the Operator is required to maintain in accordance with its Lease or Operating License. All such maintenance shall comply with applicable Authority policies and the requirements of the Operator's Lease or Operating License.

3.5.4 Aircraft Apron and Taxiways. The Operator shall lease or construct sufficient paved aircraft apron space within its leasehold premises to meet the requirements of its Commercial Aeronautical Activity for aircraft parking and aircraft maneuvering space and shall provide any paved taxiways necessary for access to the Airport's taxiway system.

3.5.5 Automobile Parking. The Operator shall lease and maintain sufficient automobile parking spaces within its Leased Premises to meet the requirements of its Aeronautical Activity and applicable Metropolitan Nashville code requirements.

3.5.6 Equipment.

(a) The Operator must demonstrate that it owns, leases or otherwise has sufficient access to all equipment required to conduct the applicable Commercial Aeronautical Activity promptly on demand without causing any flight delays or other impacts to the efficient operation of the Airport. All equipment must be maintained in good operating condition and good appearance and must be in compliance with all applicable health, safety and environmental standards and regulations. All equipment except aircraft must be clearly designated with the name and logo of the Operator prominently displayed.

(b) All Operator-owned vehicles driven on Airport property shall be clearly designated with a minimum 24 x 24-inch sign on each side of the vehicle with the name of the Operator.

3.6 Personnel and Training.

3.6.1 An adequate number of qualified and, where applicable, licensed employees shall be on duty at all times to provide services consistent with these Minimum Standards and sufficient to meet the demands of the public.

3.6.2 All personnel shall display ID badges at all times on their person.

3.6.3 No operator shall direct advertising towards the airport operating environment, unless otherwise permitted under a Lease or Operating License.

3.6.4 Each Operator shall provide to the Authority a list of company officials and 24-hour contact information. This list shall include:

(a) At least one qualified supervisor, who shall be on duty when any Commercial Aeronautical Activities are being performed by any Operator. If

authorized in writing by the Authority, a supervisor may be “on duty” for purposes of this subsection if the supervisor is available by phone, but not at the Airport, provided that in such a case an Operator must provide the Airport Director with a list of phone numbers at which the Airport can reach supervisors during regularly scheduled shifts;

- (b) the Operator’s public affairs spokesperson, if any;
- (c) the designated internal control area (e.g., ops center) within the Operator’s facility for coordination and communications to the BNA Emergency Operations Center, if any; and
- (d) the Operator’s point of contact for emergency/security incidents.

3.7 Environmental.

Each Operator shall comply with all applicable Environmental Laws and shall execute a Lease or Operating License specifying the Operator’s environmental obligations at the Airport, as determined in the sole discretion of the Authority. When the Operator stores, repairs, maintains, washes or otherwise performs aircraft sustainment activities the Operator shall provide adequate facilities and procedures, as determined by the Authority, for (i) the removal/disposal of solutions, cleaning agents, lubricants and other wastes and (ii) the washing and cleaning of aircraft. All such facilities and activities must comply with Applicable Laws and Airport Rules and Regulations, including without limitation storm water discharge regulations and any storm water discharge permit(s) in effect at the Airport.

3.8 Rents, Charges, Fees.

3.8.1 The rents, charges and fees applicable to each Operator shall be determined in the sole discretion of the Authority and shall be set forth in the Operator’s Lease or Operating License.

3.8.2 Prices and rates for products and services charged by Operators shall not be excessive, discriminatory or otherwise unreasonable and shall be submitted to the Authority for review on an annual basis, or when requested by the Authority.

3.8.3 Every Operator shall pay all rents, charges and fees in a timely manner.

3.8.4 Every Operator 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.

3.9 Compliance with Laws and Other Obligations.

3.9.1 Each Operator shall comply with all Applicable Laws.

3.9.2 Each Operator's use of the Airport shall at all times be subject to the Airport Rules and Regulations and no Operator shall violate any such Airport Rules and Regulations. The Authority may prescribe civil penalties and injunctive remedies for violations thereof, and the same may be applied to an Operator for violations.

3.9.3 Each Operator shall obtain, at the Operator's sole expense, all licenses, certificates, permits and other authorizations that are required by Applicable Laws or the Airport Rules and Regulations for the conduct of the Operator's Commercial Aeronautical Activities at the Airport.

3.9.4 Each Operator's Lease or Operating License shall contain civil rights, nondiscrimination and other federally required contracting provisions.

3.9.5 An Operator shall be required to conform to the applicable requirements and procedures of the Airport Security Plan. 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.

3.9.6 The use of Unmanned Aircraft Systems (UAS) is prohibited without the advance written approval of the Authority. Any UAS activity permitted by the Authority shall be subject to applicable Airport Rules and Regulations, including without limitation the Authority's UAS Policy, as it may be revised from time to time, and any other specific conditions that the Authority may require in its approval.

PART II: FBO MINIMUM STANDARDS

The minimum standards in this Part shall apply to Fixed Based Operators (FBOs) at the Airport. An FBO is the only Operator that may sell fuel and other petroleum products at the Airport. Because of this right, an FBO must also provide additional services to ensure that aeronautical users at the Airport have reasonable access to the services and products that are necessary to conduct Aeronautical Activities at the Airport.

Section 4: Fixed Base Operators

4.1 Statement of Concept.

An FBO provides a wide range of aeronautical services to the public and must provide all of the services listed in Section 4.2 at its Leased Premises and meet the other standards required in this Section 4.

4.2 Mandatory Services.

4.2.1 Storage of aviation fuel and other petroleum products.

4.2.2 Retail or contract deliveries of petroleum products into aircraft.

(a) Prior to commencement of the operations of dispensing and selling fuels, an FBO shall submit to the Authority, for review and approval, the FBO's Spill Prevention Control and Countermeasure Plan and Pollution Incident and Prevention Plan. The FBO shall also develop a Storm Water Pollution Prevention Plan for the Authority's review and approval.

4.2.3 Retail sale of fuel, including the sale of fuel at self-service pumps.

4.2.4 Upon written request of the Authority, collection of landing fees, parking fees and any other Airport use fees.

4.2.5 Routine/preventative aircraft and engine maintenance and repair services directed towards the general aviation market.

4.2.6 Tie-down services.

4.2.7 Arrange ground transportation for customers and flight crews.

4.2.8 Marshaling and parking of aircraft.

4.2.9 Maintenance of statistical data concerning the FBO's activities on the Airport, as required by the Authority.

4.2.10 Automotive maintenance for ground support equipment at the Airport.

4.2.11 General aircraft towing services including towing service for disabled aircraft. For larger aircraft (over 30,000 lbs. MGLW) the FBO may arrange with other qualified operators to provide this service.

4.2.12 Common use hangar storage.

4.2.13 Aircraft rental services.

4.2.14 Flight training services.

4.3 Optional Services.

An FBO may, but is not required to, provide the following services, subject to the written approval of the Authority:

(a) An FBO may conduct other Commercial Aeronautical Activities, including those in Part III of these Minimum Standards, subject to the advance written approval of the Authority and filing an Application demonstrating that the FBO will meet all applicable Minimum Standards for each such activity.

(c) De-icing and wet-washing of aircraft at locations designated by the Authority.

(d) Arrange catering services for customers.

(e) Basic gate service for aircraft such as passenger ramp service, baggage handling, lavatory services, and interior cleaning of aircraft.

(f) Cargo handling services, which shall include the following:

(1) Ramp services

(2) Cargo and mail services

(3) Escorting crews in secured areas and on the airside; and

(4) Temporary cargo storage services.

4.4 Prohibited Activities.

Each FBO is expressly prohibited from engaging in any of the following activities:

4.4.1 Provision of terminal facilities for passenger operations, other than those covered by Federal Aviation Regulations 14 CFR Parts 91 and 135.

4.4.2 Sale of non-aviation products without the written approval of the Authority.

4.4.3 Air shows, meets, displays or other public gatherings without approval of the Authority.

4.4.4 Any service prohibited by law or not related to the aviation services the FBO is authorized to provide at the Airport.

4.4.5 Advertising of any kind unrelated to aviation services the FBO is authorized to provide at the Airport.

4.4.6 Storage of hazardous materials, liquid industrial waste or any other regulated waste that does not fully comply with all applicable Environmental Laws.

4.4.7 Constructing or operating a fuel farm without the express written approval of the Authority.

4.4.8 Conducting heavy maintenance on an aircraft on a parking apron or any other area not designated or leased for aircraft maintenance without the express written approval of the Authority. This does not apply to routine line maintenance of aircraft.

4.4.9 Unauthorized aircraft and vehicle maintenance.

4.4.10 Parking, storing, or allowing the parking or storage of any vehicles on the Leased Premises that are not used in the daily operation of the general aviation business permitted to be conducted on the Leased Premises.

4.5 Minimum Standards.

4.5.1 **Experience.** An Operator proposing to operate as an FBO shall have a minimum of 5 years' experience as an FBO, including the fueling of aircraft.

4.5.2 **Land.** Each 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 FBO. The minimum area required is not less than five (5) contiguous acres, or 217,800 square feet.

4.5.3 Hangars and Other Buildings.

(a) Each FBO must lease or construct conventional "clear-span" hangar space consisting of one (1) hangar that provides a minimum of 20,000 square feet for aircraft storage and maintenance or two (2) hangars providing a minimum of 20,000 square feet of hangar space for aircraft storage and maintenance. Door openings for the hangar must be adequate for the longest aircraft capable of operations at the Airport.

(b) In addition to the hangar, each FBO must lease or construct facilities to provide at least 3,500 additional square feet of lounge (for crew and passengers), offices, flight planning facilities, pilot waiting areas, and public restrooms. Each FBO must provide publicly accessible WiFi service within these facilities. If the FBO provides Aircraft Maintenance Services, either directly or through a contract with an approved sublessee, then the FBO shall construct or lease at least an additional 3,000 square feet of shop and spare parts storage.

4.5.4 **Aircraft Apron.** Each FBO must provide paved aircraft parking within its Leased Premises consisting of a minimum of twenty-five (25) aircraft tie-down spaces.

4.5.5 **Fuel Storage Facilities.** Depending on the location and nature of the proposed FBO business, the FBO shall be required to establish its own fuel farm that shall comply with the following requirements:

(a) The FBO shall lease sufficient land for installation of above-ground fuel storage tanks to be constructed and operated on the FBO's leased premises in compliance with all Environmental Laws.

(b) Total storage capacity shall consist of at least two (2) 10,000 gallon storage tanks for jet fuel, one (1) 10,000 gallon storage tank for AvGas and one (1) 1,000 gallon self-service fuel farm facility for AVGAS to assure adequate supplies of fuel at all times.

(c) The fuel storage system must include adequate fuel spill prevention features and containment capabilities, together with an Authority approved fuel spill containment and countermeasures control plan, and shall be improved and upgraded as necessary to meet all current EPA requirements for spill prevention, containment and mitigation as they may be revised.

(d) 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.

(e) The FBO shall undertake at its own expense any environmental testing of its fuel facilities which the Authority may request, on or off the Airport, and to take any remedial actions determined to be necessary or appropriate as a result of such testing.

(f) The Authority reserves the right to disapprove installation of a new FBO fuel farm if the facility would have an adverse effect on safety or otherwise in the judgment of the Authority not be in the interest of a safe and efficient airport operation.

4.5.6 **Mobile Dispensing Equipment.**

(a) Each FBO shall provide at least two (2) metered filter-equipped mobile dispensing trucks for dispensing AvGas and jet fuel, with separate dispensing pumps and meters required for each type of fuel.

(b) At least one (1) of the mobile dispensing trucks must be used for jet fuel with each having a minimum capacity of at least 2,000 gallons.

(c) The remaining mobile dispensing truck shall be for AvGas with a capacity of at least 1,000 gallons.

(d) All mobile dispensing trucks shall be parked in an area that contains a secondary containment system that meets all Applicable Laws and Airport Rules and Regulations and has been reviewed and approved by the Authority.

(e) All dispensers must have bottom-refilling capabilities and turbine fuel dispensers must have single point refueling capabilities.

(f) All dispensers shall meet all applicable safety requirements, with reliable metering devices subject to independent inspection.

(g) All equipment shall be maintained and operated in accordance with Federal, State and industry requirements, including ATA 103, NFPA 407 and OSHA guidelines.

4.5.7 **Aircraft Service Equipment.** Each FBO shall procure and maintain tools, jacks, tugs, towing equipment, tire repairing equipment, ground power units, portable compressed air tanks, oxygen cart and supplies, fire extinguishers, air stairs, chocks, ropes, tie-down supplies, crew and passenger courtesy transportation vehicles, a "Follow-Me" vehicle, and any other equipment appropriate and necessary for the servicing of all aircraft types normally expected to use the FBO facilities.

4.5.8 **Hours of Operation.** Each FBO shall provide aircraft fueling and line services twenty-four (24) hours daily, every day, including holidays, unless mutually agreed upon in writing by the Authority and the FBO.

4.5.9 **Personnel and Training.**

(a) **Full-Time FBO Manager:** All activities of the FBO shall be conducted under the guidance and supervision of a full-time FBO Manager. Such person must have demonstrated experience in FBO supervision and operations and the FBO Manager must be vested with full power and authority to direct and conduct the FBO operation. The FBO Manager must be approved in advance by the Authority, which approval may be denied for any reason. Such FBO Manager shall be assigned to the Airport and shall be available during normal business hours.

(b) **Line Service:** At least two (2) fully trained and qualified fuel service personnel shall be on duty at all times while the facility is open for business. One must be a responsible supervisor trained in accordance with 14 CFR §§ 139.321(b)(6) and (e)(1). Supervisors and all other personnel dispensing fuel must have received initial and required recurrent training in accordance with 14 CFR § 139.321. Training records for all personnel providing fueling services must be maintained on file at the Airport and be available for inspection by the Authority.

(c) **Maintenance:** At least two (2) FAA-certificated aircraft mechanics shall promptly be available upon request. The FBO can meet this requirement with mechanics employed by the FBO or by contracting with an on-call Operator authorized to conduct aircraft maintenance at the Airport.

(d) **Uniform:** All fuel and line service personnel shall be suitably uniformed with the name of the FBO prominently displayed.

(e) **Minimum Presence:** 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, unless otherwise agreed in writing by the Authority.

(f) **Safety Course:** All fuel service personnel shall have successfully completed a line technician safety course approved by the Authority. A National Aviation Transportation Association (NATA) course or equivalent is acceptable.

4.5.10 **Waste Handling.** An FBO shall, at all times, ensure the lawful and sanitary handling and timely disposal of all trash, waste and other materials including, without limitation, solvents and other waste.

4.5.11 **Required Fees and Payments.**

(a) **Lease:** Each FBO shall enter into a Lease with the Authority providing for the payment of rent for leased space and facilities.

(b) **Fuel Flowage:** An FBO shall pay to the Authority a fuel flowage fee at a rate specified by the Authority per gallon of AVGAS, jet fuel and lubricants sold or used. The Authority may revise any such rates from time to time in the sole discretion of 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.

4.6 Subcontracting. An FBO shall not subcontract any fueling services or other services that it is authorized or required to provide without the prior written approval of the Authority. Subcontracting of services shall not relieve an FBO of any of its obligations or liabilities under these Minimum Standards or its Lease.

PART III: SASO MINIMUM STANDARDS

The minimum standards in this Part III shall apply to Specialized Aviation Service Operators (SASOs) that provide one or more of the aeronautical services specified in this Part III. SASOs are prohibited from selling fuel or petroleum products at the Airport and must be a Based Operator with a Lease with the Authority or a sublease with another Tenant that has been approved by the Authority. If the Operator subleases from another Airport Tenant, the Operator shall obtain an Operating License from the Authority prior to commencing operations or obtain a written waiver of this requirement from the Authority.

The Authority may enter into an agreement that permits an Operator access to the Airport, or portions thereof, for the purpose of conducting a Commercial Aeronautical Activity even though such Operator does not lease property from the Authority. For purposes of these Minimum Standards, such an Operator shall be known as a “Non-Tenant Operator” and shall be subject to these Minimum Standards.

Each Non-Tenant Operator must submit an Application in accordance with Section 2 and receive the written approval from the Authority prior to engaging in a Commercial Aeronautical Activity. Each Operator wishing to engage in a Commercial Aeronautical Activity as a Non-Tenant Operator must obtain an Operating License that obligates the Non-Tenant Operator to meet the Minimum Standards in Part I and any additional standards specified in this Part III for Non-Tenant Operators for the applicable Commercial Aeronautical Activity.

Section 5: Major and Minor Aircraft Maintenance and Repair

5.1 Statement of Concept.

This Section covers two different types of maintenance and repair services: Aircraft Repair Stations and Minor/Specialized Maintenance and Repair. An Operator may provide one or more these services, subject to meeting the applicable requirements.

Aircraft Repair Station. An Aircraft Repair Station Operator provides maintenance, repair, rebuilding, alteration or inspection of aircraft or any of their component parts. An Aircraft Repair Station must be certificated by the FAA under FAR Part 145 to perform aircraft maintenance and shall provide only those maintenance and inspection services permitted by its FAA certification.

Minor/Specialized Maintenance and Repair. Minor/Specialized Maintenance and Repair. These services include the following:

(a) Aircraft airframe and engine inspection, maintenance and repair on general aviation aircraft that is not required to be performed by an Aircraft Repair Station certificated under 14 CFR Part 145. Services may include minor aircraft airframe and engine inspection, maintenance and repair, and sale of incidental parts and accessories; and/or

(b) Maintenance and repair of aircraft radios, propellers, instruments, and accessories for general aviation aircraft. This category shall include the sale of new and/or used aircraft radios, propellers, instruments, and accessories on a non-exclusive basis

5.2 Minimum Standards.

5.2.1 Experience. The Operator proposing to operate an Aircraft Repair Station or provide Minor/Specialized Maintenance and Repair services shall have a minimum of 5 years' experience operating an Aircraft Repair Station or providing Minor/Specialized Maintenance and Repair services or currently provide similar services at a similar facility at an airport in the United States.

5.2.2 Land, Buildings and Facilities.

(a) The Aircraft Repair Station 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 and adequate tie-down space. In addition, the Aircraft Repair Station 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.

(b) The Minor/Specialized Maintenance and Repair Operator must provide at least 2,000 square feet of floor space for the storage of one aircraft or adequate tie-down space. For Minor and Specialized Aircraft Maintenance and Repair the Operator must provide at least 500 square feet of floor space for office, customer lounge and restrooms, which shall be properly heated and lighted.

(c) An Operator providing both types of repair and maintenance services must provide adequate space for both operations, as determined by the Authority.

(d) The Operator shall provide a paved aircraft apron to accommodate at least two (2) of the largest aircraft they may service at the Airport and provide movement from the Operator's building to the existing ramps and taxiway.

5.2.3 Equipment.

(a) The Aircraft Repair Station Operator shall at all times maintain an adequate supply of all necessary parts, equipment and accessories for the servicing of aircraft types normally expected to use its facilities. The Aircraft Repair Station Operator shall own,

lease or otherwise have available all of the tools and equipment required under the Operator's FAA certificate.

(b) A Minor/Specialized Maintenance and Repair Operator that provides minor airframe and engine inspection, maintenance and repair services shall provide sufficient equipment, supplies and parts to provide minor repairs, inspections and preventative maintenance as defined in FAA regulations at 14 CFR Part 43, including machine tools, jacks, lifts and testing equipment.

(c) Any Operator that moves aircraft shall have, lease or contract with an FBO for the use of at least one aircraft tug of sufficient power or braking weight to handle any aircraft that the Operator is permitted to service at the Airport.

(d) All equipment shall be maintained in good operating condition and appearance.

5.2.4 **Hours of Operation.**

(a) The Operator shall be open during business hours and shall make provision for someone to be in attendance in its office at the Airport at all times during its required operating hours.

(b) The Operator shall provide for services during off-hours through an "on-call" system approved by the Authority.

5.2.5 **Personnel and Training.**

(a) The Operator shall have in its employ and on duty during 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 (i) one person currently certificated by the FAA, per 14 CFR Part 65 certification, with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating; and (ii) one other person not necessarily so rated.

(b) If providing minor aircraft, airframe, and engine inspection, maintenance and repair services, this shall include a person who holds an airframe and power plant certificate and an aircraft inspection authorization.

(c) If providing maintenance and repair of aircraft radios, propellers, instruments, and accessories, this shall include a person who is an FAA-rated radio, instrument or propeller repairman.

(d) During business hours, the Operator shall maintain a responsible person in charge to supervise its operations on the Airport who has authority to represent and act for and on behalf of the Operator.

5.2.6 **Non-Tenant Operators.** Non-Tenant Operators shall meet each of the minimum standards in this Section 5.2, except Section 5.2.2 and Section 5.2.4.

Section 6:

Aircraft Rental

6.1 Statement of Concept.

An Aircraft Rental Operator is a Person engaged in the rental or lease of aircraft to the public.

6.2 Minimum Standards.

6.2.1 Land, Buildings and Facilities.

(a) The Operator must provide adequate facilities, as determined by the Authority, for the servicing and repairing aircraft or provide the Authority with the arrangements made for servicing and repair of aircraft.

6.2.2 Equipment. The Operator shall have available for rental, either owned or under written lease to the Operator, at least two (2) properly certificated, maintained and airworthy aircraft.

6.2.3 Personnel and Training. The Operator shall have in its employ, and on duty during the appropriate business hours, trained personnel sufficient to meet the demand of the public, but never less than one (1) person at all times during its required operating hours.

6.2.4 Non-Tenant Operators. Non-Tenant Operators shall meet each of the minimum standards in this Section 6.2.

Section 7: Flight Training

7.1 Statement of Concept.

A Flight Training Operator may provide instruction to pilots in dual and solo flight training, in fixed wing or rotary wing aircraft, and any related ground school instruction as is necessary for preparation to taking an FAA written examination and flight check ride for various category or categories of pilot's licenses and ratings.

7.2 Minimum Standards.

7.2.1 Experience. The Operator proposing to provide Flight Training services shall have a minimum of 5 years relevant experience providing the same or similar services at an airport in the United States.

7.2.2 Land, Buildings and Facilities.

(a) 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.

(b) The Operator shall construct, lease, or sublease at least 1,500 square of floor space for office, customer lounge, restrooms, briefing room and classrooms if applicable.

7.2.3 Equipment. The Tenant shall have available for use in flight training, either owned or under written lease to the Operator, a sufficient number of properly certificated, maintained and airworthy aircraft to handle the proposed scope of its student operation. At a minimum, this shall include at least one (1) properly certificated, maintained and airworthy aircraft that is equipped for and capable of use in instrument flight instruction. The Authority may, in its sole discretion, also require one (1) twin-engine aircraft.

7.2.4 Personnel and Training.

(a) The Operator shall have on duty, on a full time basis, at least one (1) flight instructor who is currently certificated by the FAA to provide the type of flight training offered; and shall have available for call, on a part-time basis, at least one (1) flight instructor who is currently certified by the FAA to provide the type of flight training offered by the Operator. The Operator shall provide a currently certified ground school instructor as needed; this requirement may be satisfied by a certificated flight instructor with appropriate experience in ground school teaching.

7.2.5 Non-Tenant Operators. Non-Tenant Operators shall meet each of the minimum standards in this Section 7.2 except Section 7.2.2.

**Section 8:
Aircraft Charter or Air Taxi**

8.1 Statement of Concept.

An Aircraft Charter or Air Taxi Operator is a person, firm or corporation engaged in the business of providing commercial air transportation (persons or property) to the general public for hire under FAR Part 135.

8.2 Minimum Standards.

8.2.1 Experience. The Operator proposing to provide Aircraft Charter or Air Taxi services shall have a minimum of 5 years relevant experience providing the same or similar services at an airport in the United States.

8.2.2 Land, Buildings and Facilities.

(a) 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.

(b) 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.

(c) The Operator must provide adequate facilities, as determined by the Authority, for the servicing and repairing aircraft or provide the Authority with the arrangements made for servicing and repair of aircraft.

8.2.3 Equipment.

(a) The Operator shall have at least one aircraft that has a seating capacity of at least four (4).

(b) All aircraft must be equipped for and capable of use under instrument conditions.

(c) All aircraft must be either owned by or under written lease to the Operator.

(d) All aircraft must meet the requirements of the FAA and the FAR Parts 135 and 119 certificates held by the Operator.

8.2.4 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 meet the minimum standards set forth in this category in an efficient manner but never less than one FAA-certificated commercial pilot who is appropriately rated to provide the flight activity offered by the Operator. The Operator shall have available sufficient qualified personnel for checking in passengers, handling of luggage, ticketing and for furnishing or arranging for suitable ground transportation.

8.2.5 **Non-Tenant Operators.** Non-Tenant Operators shall meet each of the minimum standards in this Section 8.2 except Section 8.2.2.

Section 9: Aircraft Sales

9.1 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, subject to any applicable minimum standards, provide such repair services and parts as necessary to meet any guarantee or warranty on new or used aircraft sold, subject to Section 5, as applicable.

9.2 Minimum Standards.

9.2.1 Land, Buildings and Facilities.

(a) 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.

(b) 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.

(c) The Operator must provide adequate facilities, as determined by the Authority, for the servicing and repair of aircraft or provide the Authority with the arrangements made for servicing and repair of aircraft.

(d) The Operator shall provide a paved aircraft apron to accommodate aircraft movement from the Operator's building to the existing ramps and taxiway.

9.2.2 Equipment. Make available or on call a minimum of one (1) aircraft for sale or as a demonstration aircraft. The Operator shall cause all equipment utilized in this Aeronautical Activity to be maintained in good operating condition and appearance.

9.2.3 Personnel and Training.

(a) 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 (1) person having a current, effective commercial pilot certificate with appropriate ratings for the aircraft to be demonstrated 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.

9.2.4 Non-Tenant Operators. Non-Tenant Operators shall meet each of the minimum standards in this Section 9.2 except Section 9.2.1.

Section 10: Air Cargo Services

10.1 Statement of Concept.

An Air Cargo Services Operator may provide one or more of the following types of air cargo services:

Air Cargo Handler. An Air Cargo Handler is engaged in the business of loading or unloading air cargo on or off an aircraft, excluding passenger baggage. 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.

Cargo Warehouse Operator. A Cargo Warehouse Operator is engaged in the business of processing air cargo through a warehouse located on the Airport; exercises administrative control of air cargo; and performs the physical handling and control of such cargo on behalf of an Air Carrier, agent, customs house broker, consolidator, break bulk agent, handling agent, shipper or consignee or other party. The Cargo Warehouse Operator may also provide or arrange for the surface transportation of air cargo to and from an aircraft for a customer, but may not engage in the business of loading or unloading air cargo on or off an aircraft unless the Cargo Warehouse Operator meets the minimum standards for Air Cargo Handler to provide such service and has executed an Agreement with the Authority authorizing such service.

Air Cargo Transporter. An Air Cargo Transporter is engaged in the business of hauling air cargo to and from an aircraft, excluding passenger baggage.

10.2 Minimum Standards.

10.2.1 Experience. An Air Cargo Handler must have at least five (5) years of air or surface cargo business experience.

10.2.2 Land, Buildings and Facilities.

(a) An Air Cargo Handler must lease or sublease adequate space and facilities at the Airport to store its equipment, to operate its business, and to accommodate its employee parking requirements, as determined by the Authority.

(b) A Cargo Warehouse Operator must lease or sublease a minimum of 3,000 square feet of combined warehouse and office space at the Airport plus adequate space to store equipment to operate its business and to accommodate its employee parking requirements.

(c) An Air Cargo Transporter must lease or sublease adequate space and facilities at the Airport to store its equipment, to operate its business, and to accommodate its employee parking requirements, as determined by the Authority.

10.2.3 Equipment. The Air Cargo Handler must have the use of sufficient and appropriate equipment to serve the customer's aircraft.

10.2.4 Customer Agreements.

(a) The Operator may contract directly with and provide air cargo services to any Air Carrier at the Airport.

(b) Each Operator shall within five (5) working days advise the Authority in writing of any changes in any of its agreements with any Air Carrier at the Airport.

10.2.5 Non-Tenant Operators. Non-Tenant Operators shall not be permitted for these services.

Section 11: Skydiving Operators

11.1 Statement of Concept

A commercial skydiving operator engages in the transportation of persons for skydiving, instruction in skydiving, and rental and sales of skydiving equipment. Commercial skydiving is not permitted at the Airport except in a drop zone approved by the FAA and the Authority, and in compliance with these minimum standards and all applicable laws, regulations, requirements, FAA advisory circulars, and guidance including without limitation 14 CFR Part 105 and a currently in force letter of agreement among the Operator, the Authority and the applicable air traffic control tower or towers.

The commercial skydiving operator shall meet or exceed the requirements of FAR Part 105 and related FAA advisory circulars, as the same may be amended from time to time, and any other applicable laws. No skydiving operations shall be conducted at or from the Airport if that operation creates a hazard to air traffic or to persons or property on the surface.

Prior to commencing operations, the commercial skydiving operator shall enter into a letter of agreement (LOA) with the airport air traffic control tower and the Authority for the purpose of supplementing FAR Part 105 by further defining procedures for skydiving activities at the airport. Such LOA, as it may be amended or superseded, shall remain in effect throughout the duration of the commercial skydiving operator's operations at the airport, and the operator shall at all times comply with such LOA.

Skydivers shall only be permitted to land in a drop zone area designated by the Authority in its sole discretion.

If deemed necessary or desirable by FAA or the Authority, the Authority may undertake a safety and efficiency study to determine whether the Airport can safely accommodate proposed or existing skydiving operations without adversely effecting the efficient operation of the Airport. In the event that the Authority uses a consultant for the purpose of assisting in this analysis, the costs of the consultant shall be included in the drop zone fees charged to skydiving operators for the use of the drop zone.

The Authority reserves the right to impose such additional reasonable restrictions or conditions on commercial skydiving operations from time to time as the Authority, in its sole discretion, may deem to be necessary in order to ensure the safe and efficient operation of the Airport and protection of persons from harm, and each commercial skydiving operator shall comply fully and promptly with all such restrictions and conditions.

11.2 Minimum Standards

11.2.1 Experience.

(a) A skydiving operator shall have experience conducting skydiving operations at an airport with a designated drop zone.

(b) Each skydiver, or in the case of tandem skydiving, at least one member of the tandem, shall have experience landing within an airport drop zone or equivalent experience.

11.2.2 Land, Buildings and Facilities.

(a) Each skydiving operator shall develop and maintain adequate facilities to accommodate dedicated space for the administration and provision of the skydiving operations.

(b) Each skydiving operator shall lease sufficient ground area at the Airport as determined by the Airport Director upon which all required improvements for facilities, vehicle parking, roadway access and landscaping will be located.

(c) Operator shall provide sufficient office, storage, parachute packing, customers lounge and restrooms, which shall be properly heated and lighted. At a minimum, the Operator shall lease from the Authority or sublease sufficient area at the Airport to erect a building to provide at least 3,600 square feet of floor space for the operation.

(d) Operator shall lease sufficient apron space on which to store its based aircraft and stage its skydiving activities.

11.2.3 Equipment.

(a) Operator shall provide, either owned or under written lease to operator and under the exclusive control of operator, not less than one (1) aircraft properly configured and certificated for skydiving activities.

11.2.4 Hours of Operation.

(a) Operator shall be open and services shall be provided to meet the reasonable demands of the public at least during normal business hours. For any operations after daylight hours, which will require advance written approval from the Authority and the control tower, the commercial skydiving operator shall provide not less than twenty-four (24) hours' advance written notice to the FAA, the air traffic control tower at the airport, and the Authority.

11.2.5 Personnel and Training.

(a) Operator shall provide not less than one (1) currently FAA certificated commercial pilot with ratings adequate to fly the aircraft owned or leased by the operator and a sufficient number of personnel to adequately and safely carry out commercial skydiving services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services. The pilot in command of all aircraft used for skydiving operators must be appropriately certificated by the FAA and be appropriately rated for the aircraft being operated.

(b) The commercial skydiving operator shall have on duty an adequately qualified manifesto and safety officer at all times while skydiving operations are taking place who shall communicate with all skydiving aircraft operating at the airport (the "DZ coordinator").

(c) Operator shall have and provide copies to the director of all appropriate FAA and U.S. Department of Transportation certifications and approvals required to operate a commercial skydiving activity.

11.2.6 Required Fees and Payments. The Operator will be required to pay a fee for the use of the drop zone as determined in the Authority's sole discretion.

11.2.7 Insurance. In lieu of the CGL coverage requirement in Appendix C, skydiving operators shall be required to carry the following coverage:

- (a) \$5,000,000 Aircraft General Liability
- (b) \$5,000,000 Skydiving/Drop Zone Liability

Such coverages shall conform to the general requirements of Appendix C. In the event that a skydiving operator cannot obtain Skydiving/Drop Zone Liability coverage in the amount required in Section 11.2.7, the skydiving operator shall provide the Authority with documentation of its efforts to obtain the insurance. If the Authority's insurance advisor identifies an insurance provider, including an insurance provider outside of the State of the Tennessee, that may provide the required coverage, the Authority may require the skydiving operator to apply for the required coverage. If coverage cannot be obtained because it is not available, then the Authority may authorize a lower coverage amount. However, in no case shall the Skydiving/Drop Zone Liability coverage be less than \$1,000,000.

(c) **Non-Tenant Operators.** Non-Tenant Operators shall not be permitted for these services.

Section 12: Multiple SASO Activities

12.1 Statement of Concept.

This category would apply to any SASO (including a Non-Tenant Operator) that engages in any two (2) 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 for FBOs as set forth in Section 5 of these Minimum Standards.

12.2 Minimum Standards.

12.2.1 Experience. Must meet the experience requirements of each of the Aeronautical Activities.

12.2.2 Land, Buildings and Facilities.

(a) 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.

(b) 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.

(c) 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.

12.2.3 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.

12.2.4 Personnel and Training. 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, subject to the written approval of the Authority.

12.2.5 Required Fees and Payments.

(a) The Operator may be required to pay a privilege fee to the Authority for the right to conduct the Aeronautical Activities.

(b) Other required fees and payments will be specified in the Operator's Lease with or Operating License from the Authority.

PART IV:

ADDITIONAL MINIMUM STANDARDS FOR OTHER OPERATORS & ACTIVITIES

The minimum standards in this Part shall apply to certain operators and activities that are not covered in Parts III and IV, including Other Aeronautical Activities, Limited Service Operators and Self-Fueling Activities.

**Section 13:
Other Aeronautical Activities**

There may be other types of Aeronautical Activities conducted or to be conducted at the Airport that are not covered by the Minimum Standards set forth above and they may not warrant the establishment of specific Minimum Standards at this time. If the Authority receives a request or

application to provide an Aeronautical Activity that is not covered by these Minimum Standards, the Authority will ascertain whether the any of the existing Minimum Standards may apply to the activity or whether new Minimum Standards should be developed for these activities. Any existing provider of services not explicitly addressed in these Minimum Standards must at least meet the general requirements of Section 3.

Section 14: Self-Fueling and MOGAS

14.1 Statement of Concept.

An aircraft owner may perform services, including Self-Fueling, on the owner's Owned Aircraft utilizing the aircraft owner's Own Employees and Own Equipment. A Person may not perform such services for others, whether for compensation or not, unless rights for such services have been granted to such Person by the Authority in a Lease or Operating License.

In the interests of safety and fairness, a Person desiring to Self-Fuel must hold a current Self-Fueling Permit from the Authority or be granted Self-Fueling rights by the Authority in a Lease or Operating License. Any Person not party to a Lease or Operating License granted by the Authority may only have permission to Self-Fuel such Person's Owned Aircraft if such Person holds a valid and current Self-Fueling Permit from the Authority and is in and continues to be in compliance with all Authority, state and federal requirements applicable to aircraft fuel handling practices.

If an aircraft owner does not exercise the right to Self-Fueling, that owner's aircraft may be fueled or otherwise serviced at the Airport only by those Operators authorized to provide such services at the Airport under a Lease or Operating License approved by the Authority.

A Person desiring to Self-Fuel that Person's Owned Aircraft, and not holding Self-Fueling rights under a Lease or Operating License, shall have a reasonable opportunity to qualify for and receive a Self-Fueling Permit. Each Person conducting non-commercial Self-Fueling at the Airport shall comply with the following minimum standards.

Self-service fueling by an aircraft owner or operator at an FBO's self-service pump is not Self-Fueling and does not require a Self-Fueling Permit.

14.2 Minimum Standards.

14.2.1 Permit/Approval.

(a) No Person shall engage in Self-Fueling activities unless a valid Self-Fueling Permit authorizing such activity has been obtained from the Authority.

(b) The Self-Fueling Permit shall not reduce or limit Permittee's obligations with respect to these Self-Fueling minimum standards, which shall be incorporated in the Self-Fueling Permit by reference.

(c) An applicant for a Permit shall provide evidence that any aircraft to be fueled by the applicant is an Owned Aircraft. At any time after a Self-Fueling Permit is issued, the permittee, upon request by the Authority, shall provide evidence that all aircraft being Self-Fueled are Owned Aircraft.

(d) The Authority will make binding determinations about whether specific aircraft qualify as Owned Aircraft for purposes of Self-Fueling.

(e) A Person seeking to Self-Fuel on the basis of a lease for any aircraft must obtain insurance to cover all of its interests and activities with respect to the leased aircraft or be a named insured under the policy of the lessor and must attach true and correct copies of the lease and a complying certificate of insurance to such Person's application for a Self-Fueling Permit, as updated by such Person before there are any changes in the aircraft such Person seeks to Self-Fuel.

(f) A Person seeking to Self-Fuel aircraft on the basis of a management contract for any aircraft must obtain insurance to cover all of its interests and activities with respect to the aircraft or be named as an insured under the policy of the aircraft owner and must attach true and correct copies of the management contract and a complying certificate of insurance to such Person's application for a Self-Fueling Permit, as updated by such Person before there are any changes in the aircraft such Person seeks to Self-Fuel.

(g) A Person seeking to Self-Fuel using facilities or equipment that are under a lease or other written agreement must obtain insurance to cover all of its interests and activities with respect to the subject of the agreement or be a named insured under the policy of the equipment owner and must attach true and correct copies of the agreement and a complying certificate of insurance to such Person's application for a Self-Fueling Permit as updated by that Person before there are any changes in the facilities or equipment to be used for Self-Fueling by such Person.

14.2.2 Fuel Storage and Delivery.

(a) Permittee shall arrange and demonstrate that satisfactory arrangements have been made for the storage and delivery of fuel, as follows:

(i) in the Authority fuel farm;

(ii) in the fuel farm of an authorized FBO at the Airport;

(iii) in a fuel tank constructed by the permittee with the prior written authorization of the Authority; or

(iv) if specially approved by the Authority, by direct transfer to the permittee's aircraft refueling vehicle from a properly licensed fuel truck, at a location approved by the Authority.

(b) Fuel Storage Facilities. A permittee may be authorized to establish its own fuel farm with the advance written approval of the Authority. A permittee authorized by the

Authority to install its own fuel tank may lease land and construct or install an above-ground fuel storage facility at a location approved by the Authority in writing. If a request by the permittee to use its own fuel farm is approved by the Authority, the following requirements will apply:

(i) The permittee shall lease sufficient land for installation of above-ground fuel storage tanks to be constructed and operated on the Permittee's leased premises in compliance with all applicable environmental requirements.

(ii) All fuel storage must be above-ground. In no event shall the total storage capacity be less than 10,000 gallons for Jet Fuel or 2,500 gallons for avgas.

(iii) The fuel storage system must include adequate fuel spill prevention features and containment capabilities, together with an approved fuel spill containment and countermeasures control plan, and shall be improved and upgraded as necessary to meet all current EPA requirements for spill prevention, containment and mitigation as they may be revised.

(iv) The permittee shall be required to undertake at its own expense any environmental testing of its fuel facilities which the Authority may reasonably request, on or off the Airport, and to take any remedial actions determined to be necessary or appropriate as a result of such testing. The right is reserved to the Authority to disapprove installation of a new fuel farm if the facility would have an adverse effect on safety or otherwise in the judgment of the Authority not be in the interest of a safe and efficient airport operation.

(v) In no event shall fuel delivery trucks be used for fuel storage on the Airport. Vehicles used to deliver fuel to the Airport will transfer fuel to storage tanks or, if approved, directly to the permittee's fuel dispensing trucks, and depart the Airport. All mobile dispensing trucks shall be parked in an area that contains a secondary containment system that meets all Applicable Laws and Airport Rules and Regulations and has been reviewed and approved by the Authority.

(c) Permittee shall be liable and indemnify the Authority for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.

(d) Fuel delivered shall be clean, bright, pure, and free of microscopic organisms, water, or other contaminants. Ensuring the quality of the fuel is the responsibility of permittee.

14.2.3 Reporting.

(a) Permittee shall report all fuel delivered to the approved permittee's fuel storage facility and into permittee's aircraft during each calendar month and submit a summary report along with appropriate fees and charges due to the Authority on or before the 10th day of the subsequent month.

(b) Permittee shall during the term of the Self-Fueling Permit and for three (3) years thereafter maintain records identifying the total number of aviation Fuel gallons purchased and delivered. Records (and meters) shall be made available for audit to the Authority or

representatives of the Authority. In the case of a discrepancy, permittee shall promptly pay, in cash, all additional rates, fees, and charges due the Authority, plus annual interest on the unpaid balance at the lesser of 18% or the maximum rate allowable by law from the date originally due.

14.2.4 **Fueling Equipment.**

(a) Permittee shall utilize a single mobile dispensing truck for each type of Fuel to be dispensed with a minimum capacity of 750 gallons. Avgas dispensing trucks shall have a maximum capacity of 1,200 gallons and jet fuel dispensing trucks shall have a maximum capacity of 3,000 gallons. All vehicles used for fueling shall be capable of bottom loading, and turbine fuel dispensers must have single point refueling capability.

(b) Each vehicle used for fueling shall be equipped and maintained to comply at all times with all applicable safety and fire prevention requirements or standards, as may be amended, including without limitation, those prescribed by:

(i) National Fire Protection Association (NFPA) 407 and OSHA guidelines;

(ii) 14 CFR Part 139, Airport Certification, § 139.321 “Handling/Storing of Hazardous Substances and Materials”; and

(iii) applicable FAA Advisory Circulars (AC) including AC 150/5210-20, Ground Vehicle Operations on Airports”; and AC 150/5210-5D, “Painting, Marking and Lighting of Vehicles Used On An Airport.”

14.2.5 Spill Prevention and Containment. Prior to transporting Fuel onto the Airport, the permittee shall provide the Authority with a Spill Prevention Contingency and Control Plan (SPCC) that meets regulatory requirements for above ground Fuel storage facilities. An updated copy of such SPCC Plan shall be filed with the Authority at least ten (10) business days prior to actual implementation. Such plan shall describe, in detail, those methods that shall be used by the permittee to clean up any potentially hazardous Fuel spills. The plan should include Equipment to be used, emergency contact personnel and their telephone numbers, and all other details as to how the Permittee would contain such a spill. This plan should also describe, in detail, what methods the Permittee intends to use to prevent any such spill from occurring.

14.2.6 Operating procedures. In accordance with all applicable regulatory requirements and appropriate industry practices, the permittee shall develop and maintain Standard Operating Procedures (SOP) for fueling and shall ensure compliance with standards set forth in NFPA 407. The SOP shall include a training plan, fuel quality assurance procedures, record keeping, and emergency response procedures for fuel spills and fires. The SOP shall also address the following: (1) bonding and fire protection, (2) public protection, (3) control of access to fuel dispensing vehicle storage areas, and (4) marking and labeling of fuel dispensing vehicles. The SOP shall be submitted to the Authority not later than ten (10) business days before the permittee commences Self-Fueling at the Airport.

14.2.7 Licenses, Certifications, and Permits. Permittee shall have, and shall make available to the Authority on request, evidence of all federal, state and local licenses, certificates and permits that are required to conduct Self-Fueling.

14.2.8 Personnel.

(a) Only the permittee's Employees may conduct Self-Fueling operations on the Permittee's aircraft. All Employees of the permittee must be properly trained in Aircraft refueling, in compliance with 14 CFR § 139.321.

(b) There must be a minimum of two (2) trained individuals present during Self-Fueling activities.

14.2.9 Mogas. 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 unless stored in a fire proof cabinet.

14.2.10 Limitations on Self-Fueling Rights. A permittee may not sell or dispense fuels to based or transient aircraft that are not Owned Aircraft of the permittee. Any such sale or dispensing shall be grounds for immediate revocation of the Self-Fueling Permit. Revocation upon first violation will be for a period of one (1) year. Revocation upon a second violation shall be permanent.

14.2.11 Insurance. Permittee shall maintain, at a minimum, the coverages specified in the permittee's Self-Fueling Permit.

**Section 15:
Limited Service Operators**

15.1 Statement of Concept

Limited Service Operators are operators that provide a single, limited service at the Airport that are not covered under the Part II or Part III. All Limited Service Operators shall have either a Lease or an Operating License and must comply with minimum standards specified in Part I unless otherwise provided below. If the activity of a Limited Service Operator is not specifically addressed in Section 15.2 below, it shall be addressed under Section 13 (Other Aeronautical Activities).

15.2 Minimum Standards for Limited Service Providers.

15.2.1 Aircraft Management Services. An Aircraft Management Services Operator may provide management of specific aircraft for the aircraft owners, including the maintenance, repair, storage, charter and renting of the managed aircraft, under a long-term contract. Any such

services shall be subject to the minimum standards applicable to that Aeronautical Activity. Management contracts must be in writing and must identify each managed aircraft by registration number, type and model, and must be for a term of at least six months. Contracts must be bona fide, exclusive and comprehensive, covering all aspects of aircraft operation including, without limitation, fees and charges, insurance, inspection, maintenance and repair during the term of the contract. Management contracts may be “wet” or “dry,” and with or without crew. The Operator shall lease or sublease adequate space and facilities at the Airport to store park or hangar managed aircraft, to store equipment, to operate its business, and to accommodate its employee parking requirements. Leased or subleased space must include sufficient work space for any aircraft upon which maintenance or repairs are being performed by the Operator.

15.2.2 Crop Dusting: If 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.

15.2.3 Aircraft Washers.

(a) **Scope of activity.** Each aircraft washer shall conduct its specialized commercial aeronautical activities on and from the assigned area in a manner which shall be consistent with the degree of care and skill exercised by experienced operators.

(b) **Assigned area.** An aircraft washer providing only limited aircraft services and support shall not be required to lease or sublease assigned area at the airport, but must perform aircraft washing services in areas approved by airport management.

(c) **Licenses and certifications.** Operator shall have and provide to the director evidence of all proper federal, state, and local licenses and certificates which are required to provide the specialized aviation services.

(d) **Personnel.** Operator shall provide a sufficient number of personnel to adequately and safely carry out all services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking services.

(e) **Equipment.** Operator shall provide, either owned or under written lease to operator, sufficient equipment, supplies, and availability of parts, including, if appropriate, to meet all applicable with respect to the activities being performed. All vehicles will have the business name/logo in a minimum 24 by 24-inch format on both sides.

(f) **Hours of operations.** Operator shall be available during normal business hours. Operator shall make provision for personnel to be on-call during normal business hours or shall have an answering service or other acceptable method for the public to contact the operator.

15.2.4 Aircraft Mechanics.

(a) **Scope of activity.** Operator shall conduct aircraft, airframe, powerplant, avionics, radio, instrument and/or propeller repair services on and from the assigned area in a manner which shall be consistent with the degree of care and skill exercised by experienced operators.

(b) **Assigned area.** An aircraft mechanic service must have sufficient area approved by airport management for the administration and provision of the type repair, leased, sub-leased or owned/leased/sub-leased by the aircraft owner/operator, which should include the available hangar space for the size aircraft requiring repairs. No service will be preformed in T-hangars or on the ramp/apron unless specifically approved in writing by airport management.

(c) **Licenses and certifications.** Repair personnel must be currently and properly certificated by the FAA with ratings appropriate to the work being performed. In the case of avionics repair, the ratings shall, at a minimum, be for class 1 and class 2 repairs. An operator providing radio, avionics, instrument or propeller repair services shall obtain and maintain, at a minimum, the repair station certificates as described in FAR Part 145 as then in effect which are applicable to the aeronautical activities to be provided by such operator and appropriate certification from the Federal Communications Commission (FCC).

(d) **Personnel.** Operator shall employ a sufficient number of personnel with the repair ratings, appropriate to the type and category of work being performed.

(e) **Equipment.** Operator shall provide sufficient equipment, supplies, and availability of parts equivalent to that required for certification by the FAA as an approved repair operator. All vehicles will have the business name/logo in a minimum 24 by 24-inch format on both sides. If servicing petroleum or other fluid systems, the operator must have sufficient emergency spill response equipment/material to contain any accidental discharge.

(f) **Hours of operation.** Operator shall be available to meet the reasonable demands of the public (for this category of service) at least during normal business hours, and available after normal business hours, on-call, with a response time not to exceed four (4) hours.

APPENDIX A: DEFINITIONS

Aeronautical Activity means any activity conducted at an airport that involves, makes possible, or is required for the operation of aircraft or that contributes to or is required for the safety of such operations.

Air Carrier means a person or company engaged in air transportation of persons or cargo in common carriage in accordance with an FAA operating certificate issued under 14 CFR Part 121 or 135 or operations specifications issued by the FAA under 14 CFR Part 129. An on-demand or air taxi operator operating under Part 135 is not an Air Carrier.

Airport Rules and Regulations means collectively, all applicable rules, procedures, requirements, standards and regulations currently effective and hereafter amended, adopted or established by the Authority that are applicable at the Airport.

Airport Security Plan means 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.

Applicable Laws means collectively, all applicable present and future laws, rules, regulations, ordinances, orders, directives, notices, federal grant assurances, limitations, restrictions, or prohibitions of any federal, state or local governmental authority lawfully exercising authority over the Airport or the activities and business operations of Airline, as they may be amended from time to time, whether foreseen or unforeseen, ordinary as well as extraordinary, including without implied limitation those relating to (i) health, sanitation and safety; (ii) the environment, including without limitation all Environmental Laws; (iii) access for persons with disabilities, including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; and (iv) airport security, including without limitation any applicable regulations of the TSA.

Applicant means either a Prospective Operator or an Existing Operator that seeks to expand its authorized Aeronautical Activities at the Airport or experiences a change in the equity ownership thereof of fifty-one percent (51%) or more that has submitted an Application in accordance with these Minimum Standards to conduct an Aeronautical Activity at the Airport.

Application means a completed application form (attached as **Appendix B**) and the information and supporting documentation required under Section 2.

Apron those areas of the Airport within the Air Operations Area designated for the loading, unloading, servicing or parking of aircraft.

Authority means the Metropolitan Nashville Airport Authority. Any action to be taken by the Authority under these Minimum Standards may be taken by the Authority's President and Chief Executive Officer.

Authority's President and Chief Executive Officer means the chief executive officer of the Authority, or his or her designee.

Based Operator means an Operator who is based at the Airport operating under authority of a Lease or sublease duly approved by the Authority who is engaged in any Commercial Aeronautical Activity on the Airport. A Based Operator may be classified as either an FBO or a SASO.

Commercial Aeronautical Activity means any Aeronautical Activity conducted for compensation, directly or indirectly, at or from the Airport. 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 Aeronautical Activity.

Environmental Laws means all existing and future federal, state, and local laws and permits, including without limitation the Airport Rules and Regulations and all other statutes, ordinances, rules, orders and regulations relating to protection of the environment, wildlife, public health or public safety.

Existing Operator means an Operator that is authorized by the Authority to conduct Commercial Aeronautical Activities at the Airport.

FAA means the Federal Aviation Administration established and its successors.

FBO Manager means 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.

Fixed Base Operator or FBO means 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 a full service FBO shall be permitted to engage in the business of sales and dispensing of aviation fuels for public consumption and common-use hangar storage. Neither a SASO nor an Independent Operator is permitted to engage in aviation retail fuel sales.

Fueling Operations means the receipt, storage, handling, movement, delivery and dispensing of fuel for aircraft at the Airport, including the installation, use and maintenance of fueling equipment, and the operations and supervision of all personnel engaged in fueling activities.

Lease means an agreement with the Authority for the leasing of real property at the Airport.

Leased Premises means the premises leased to a Tenant pursuant to a lease agreement with the Authority for the exclusive occupancy by such Tenant or the premises subleased to an Operator by a Tenant.

Limited Service Operator means an operator that provide a single, limited service at the Airport that is not otherwise covered by the FBO or SASO categories.

MOGAS means 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.

Non-Tenant Operator means a Person seeking to conduct Commercial Aeronautical Activities who does not lease or sublease facilities at the Airport and must obtain an Operating License issued by the Authority to conduct business at the Airport.

Operator means any Person that is currently authorized to conduct (*i.e.*, an Existing Operator) or is seeking authorization to conduct (*i.e.*, a Prospective Operator) one or more Commercial Aeronautical Activities on the Airport. An Operator may be classified by activity as either an FBO, a SASO, a Non-Tenant Operator or a Limited Service Provider.

Operating License means a revocable agreement with the Authority granting permission for the conduct of specified Commercial Aeronautical Activities on the Airport, but not granting an exclusive right to provide those services or the exclusive use of any Airport property or facilities.

OSHA means the federal Occupational Health and Safety Administration and its successors.

Own Employees means employees of the Person applying to conduct Self-Fueling Operations for whom all state and federal employment taxes are paid by that Person.

Own Equipment means facilities or equipment that is used exclusively by and titled in the name of the Person applying to conduct Self-Fueling or is used by that Person subject to a lease or written purchase, financing or use agreement for such facilities or equipment, with adequate consideration, for a term of at least six months and terminable within six months only for cause which provides that the primary care, custody and control of the facilities or equipment is in the Person applying to conduct Self-Fueling and contains substantially all terms and conditions standard in the industry for that type of agreement.

Owned Aircraft means for FAA Part 121 or Part 135 operators, aircraft listed on that operator's then-current Part 121 or Part 135 Certificate and for all other operators: aircraft used exclusively by that Person and titled and registered with the FAA in that Person's own name; aircraft used by that Person as lessee under a lease, or aircraft used by that Person under a management contract.

Prospective Operator means an Operator that is not authorized to conduct any Commercial Aeronautical Activities at the Airport but is seeking approval from the Authority to do so.

Person means an individual, corporation, limited liability company, government or governmental subdivision, partnership, association or any other legal entity.

SASO means a Based Operator authorized to engage in one or more of the specialized Aeronautical Activities designated in Part III of these Minimum Standards.

Self-Fueling means a Person's conduct of Fueling Operations for that Person's Own Aircraft, using that Person's Own Equipment and conducted by that Person or the Person's Own Employees.

Self-Fueling Permit means a written document issued by the Authority authorizing Self-Fueling at the Airport.

Tenant means a Person that is a party to a Lease 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.

APPENDIX B
APPLICATION, FIXED BASE OPERATOR, SPECIALIZED AERONAUTICAL SERVICES OPERATOR, NON-TENANT OPERATOR OR LIMITED SERVICE 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 SERVICE, NON-TENANT OPERATOR OR LIMIED SERVICE OPERATOR:**
 - Major or Minor Aircraft Maintenance and Repair
 - Aircraft Rental
 - Flight Training
 - Aircraft Charter or Air Taxi Aircraft Sales
 - Air Cargo Services
 - Skydiving
 - Limited Service Operator (Specify:_____)
 - Other Aeronautical Activities (Specify:_____)

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 — 10 years, Aircraft Maintenance - 3 years, etc.*)

	Type of Activity	Number of Years	Location (Airport)
1.			
2.			
3.			

4.			
5.			
6.			
7.			
8.			
9.			

SECTION 5 — CUSTOMER INFORMATION

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

Tenant	Effective Date	Type of Service

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 and, for prospective skydiving operators, each commercial drop zone where the Applicant has operated during the past ten (10) 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 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

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

Commercial Development
The Metropolitan Nashville Airport Authority
140 BNA Park Drive, Suite 520
Nashville, Tennessee 37214-4114
commercialdevelopment@flynashville.com

The undersigned, on behalf of the Applicant, hereby states that _they have 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 "CGL Coverage") for commercial general liability, including products liability and hangar keepers, with coverage limits of not less than Twenty Five Million Dollars (\$25,000,000.00) per occurrence and Twenty Five Million Dollars (\$25,000,000.00) 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 CGL Coverage shall not exceed Fifty Thousand Dollars (\$50,000.00) per occurrence. Each insurance policy providing the CGL 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 CGL Coverage shall be (i) admitted to do business in the State of Tennessee and rated not less than the Minimum Rating (as defined below) 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 (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. Tenant shall be responsible insuring their personal property, including computers. The Authority shall not bear any responsibility for loss or damage to tenants personal property. 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 Million Dollars (\$1,000,000.00) for bodily injury by accident, One Million Dollars (\$1,000,000.00) for bodily injury by disease, and One Million Dollars (\$1,000,000.00) 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 Five Million Dollars (\$5,000,000.00) 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 Two Hundred Fifty Thousand Dollars (\$250,000.00) 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 CGL Coverage (or in the case of Skydiving Operators, the Aircraft General Liability Coverage and Drop Zone Liability Coverage), the PC Coverage, the Auto Coverage and the WC 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, (iv) shall contain a severability of interest /cross liability clause which instructs the insurance company to treat additional insureds separate from the named insured; and (v) shall have a term of not less than one year.

F. The Authority shall have the right to change the terms of the Insurance Coverages if such changes are recommended or imposed by Authority's insurers, so long as Authority agrees to reimburse the Operator for any increases in insurance premium costs resulting solely from any such change. The Operator shall provide, prior to the commencement of the Operator's performance under this Contract, 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 the requirements of this Contract. Each such certificate of insurance shall provide that the insurance company issuing the insurance policy or policies referenced or described therein shall give to Authority written notice of the cancellation or non-renewal of each such insurance policy not less than thirty (30) days prior to the effective date of such cancellation or the expiration date of such insurance policy, as applicable. Upon receipt of a written request from Authority, the Operator also agrees to provide to 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.

G. If the Operator shall at any time fail to obtain or maintain any of the Insurance Coverages, 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 Authority by the Operator upon demand therefore or set-off by Authority against funds of the Operator held by Authority or funds due to the Operator. The Operator hereby grants, approves of and consents to such right of set-off for Authority. If any of the Insurance Coverages cannot be obtained for any reason, Authority may require the Operator to cease any and all work under this Contract until all Insurance Coverage are obtained. If any of the Insurance Coverages is not obtained within a period of time to be determined solely by Authority, Authority may terminate the Agreement.

H. 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.

I. 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.

APPENDIX D: SUMMARY OF MINIMUM STANDARDS

	Full Service							
	Fixed Base Operator	Specialized Aviation Service Operation (SASO)						
	FBO	Major/Minor Aircraft Maintenance & Repair	Aircraft Rental	Flight Training	Aircraft Charter or Air Taxi	Aircraft Sales	Air Cargo Services	Skydiving Operations
SERVICES	Avgas fuel, maintenance, repair, tie-down, shuttle service, passenger services, de-icing, gate service, towing, cargo services	maintenance, repair, rebuilding, alteration or inspection of aircraft or any of their component parts.	engaged in the rental or lease of aircraft to the public.	dual or solo flights training, fixed or rotary wing, any related ground school instruction	Provides commercial air transportation to the general public for hire under FAA Pt. 135	Person engaged in the sale of new or used aircraft	Air Cargo Handler / Cargo warehouse operator / air cargo transporter	Skydiving into an airport drop zone and related services
LAND	>(5) contiguous acres, or 217,800 square feet	Major: >4,000 sf for aircraft storage and adequate tie-down space; Minor: >2,000 sf storage and tie down space	adequate facilities, as determined by the Authority	>2,000 sf storage and tie down space	>2,000 sf storage and tie down space	>2,000 sf storage and tie down space	Handler: adequate space Warehouse Operator: >3,000 sf Cargo Transporter: adequate space	sufficient space to conduct operations
FACILITIES	1 or 2 hangars measuring > 20,000 sf clear span hangar space AND lounge > 3,500 sf	>1,500 sf floor space for office, customer lounge and restroom	adequate facilities, as determined by the Authority	>1,500 sf space for office, customer lounge, restrooms, briefing room and classrooms	>500 sf for office, lounge and restrooms	> 500 sf for office, lounge and restrooms	adequate space	Minimum hangar of 3,600 sf
EXPERIENCE	minimum of 5 years' experience as an FBO, including the fueling of aircraft	minimum of 5 years' experience operating an Aircraft Repair Station		at least 5 years relevant experience providing the same or similar services	at least 5 years relevant experience providing the same or similar services			Experience with an airport drop zone
PERSONNEL	1 full time manager; two fuel service personnel	1 employee certificated per 14 CFR Pt. 65, and one other employee	never less than one (1) person at all times during all operating hours	at least one currently certificated flight instructor	never less than one (1) FAA certificated commercial pilot available during appropriate business hours	never less than one (1) FAA certificated commercial pilot with appropriate ratings for the aircraft to be demonstrated on		certificated commercial pilot and drop zone coordinator
EQUIPMENT	(2) metered filter-equipped mobile dispensing trucks for dispensing Avgas and jet fuel, separate meters for each; aircraft service equipment; follow-me vehicle	all necessary parts, equipment and accessories for the servicing of aircraft	two (2) properly certificated, maintained and airworthy aircraft.	at least one (1) properly certificated, maintained and airworthy aircraft	at least 1 aircraft with seating capacity of at least 4	minimum of one (1) aircraft for sale or as a demonstration aircraft.	Must have sufficient and appropriate equipment to serve customers aircraft	one aircraft
HOURS	twenty-four (24) hours daily, every day, including holidays	8:00 am – 5:00 pm, provide services during off-hours through an "on-call" system	8:00 am – 5:00 pm	8:00 am – 5:00 pm	8:00 am – 5:00 pm	8:00 am – 5:00 pm M-F	per customer agreements	meet the reasonable demands of the public at least during normal business hours