



Northeast Alabama Regional Airport

Minimum Standards

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1.0 **INTRODUCTION**

Northeast Alabama Regional Airport (herein referred to as GAD) is a public use general aviation airport located approximately 4 miles southwest from the City of Gadsden, AL (herein referred to as the City) in Etowah County, Alabama. The Gadsden Airport Authority retains responsibility for the governance and administration of GAD and employs airport management and staff to assist in this role. For the purposes of this document, these collective entities shall be herein referred to as “Airport.”

In order to insure the safe and efficient operation of GAD in accordance with Federal Aviation Administration (FAA) Advisory Circular 150/5190-7 *Minimum Standards for Commercial Aeronautical Activities*, and to insure adequate commercial aeronautical services and facilities are available to the public, this document presents the minimum standards for commercial aeronautical businesses, whether for engaging in business for profit or not for profit. For the purposes of this document, “operator” shall refer to the legal commercial entity and not the businesses’ users, customers, clients, etc.

These minimum standards represent the minimum requirements an Operator wishing to provide aeronautical services to the public must fully meet in order to provide those services. In addition to these minimum standards, the rules and regulations established by GAD also apply. Furthermore, any Operator who conducts business from GAD is subject to applicable federal, state, and local laws, codes, ordinances, and other applicable regulatory measures.

It should be understood that these minimum standards do not represent a complete recitation of the provisions to be included in a written legal agreement (e.g., lease agreement). Such contract provisions are to be complementary to the minimum requirements presented herein and shall be addressed on a case-by-case basis. In the event of any conflict or inconsistency between the provisions of these minimum standards and the said lease agreement, the more restrictive requirements shall take precedence.

1.1 **Applicability**

These minimum standards shall apply to any new agreement or any amendment to any existing agreement for the occupancy or use of GAD for engaging in commercial aeronautical activities. Throughout this document, the words “standards” and “requirement” shall be understood to represent “minimum” unless otherwise explicitly stated. All entities may exceed the applicable minimum standards or requirements.

These minimum standards shall not affect any agreement properly executed prior to the adoption of these standards, except to the extent permitted by such prior agreement.

These standards shall apply to any modification, renewal, or new agreement with the Airport. Non-commercial and non-aeronautical users are not subject to the provisions of minimum standards unless further required by these minimum standards.

When specific activities (e.g., product, service, or facility) are not currently being provided at the Airport, the Airport may enter into an agreement under terms and conditions that may be less

than those outlined in the minimum standards for a limited period of time (known as the Pioneering Period).

A written agreement with the Airport is a prerequisite to tenancy and the commencement of commercial operations. Any entity found to be engaging in commercial activities without an agreement shall immediately discontinue commercial activities. Commercial aeronautical activities may be proposed that do not fall within the categories designated herein. In such cases, appropriate minimum standards may be established by the Airport on a case-by-case basis.

1.2 Policy Statement

The opportunity to engage in a commercial aeronautical activity shall be made available, without discrimination, to those entities complying with the qualifications and requirements set forth herein, as space may be available at GAD to support such activity, and provided such use is consistent with the current and planned uses of GAD in the best interests of the public.

An Operator shall have the right and privilege of engaging in and conducting the activities contingent upon meeting the established minimum standards, the execution of a written agreement with the Airport, the payment of the prescribed rentals, fees, and charges, and compliance with all federal, state, local, and Airport laws, rules, codes, and regulations. The granting of such right and privilege shall not be construed as affording an Operator any exclusive right of use of the premises and facilities of GAD with exception of the proprietary rights the Airport is entitled to exercise.

If approved, the rate or charges for any and all activities and services of such Operators shall be determined by the operator, subject to the approval of the and subject, further, to the requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.

If the FAA determines that any Airport requirements or practices constitute a violation of grant assurances, such provision shall be deemed null and void, and such practice shall be discontinued immediately.

1.3 Airport Rights

The Airport acting in its governmental capacity has the right to regulate the operation of GAD. As outlined in FAA Order 5190.6B as amended, this includes the right to establish and enforce minimum standards to provide the safe and efficient operation of GAD and to ensure an adequate level of service is offered to the public. The Airport has the right to prohibit or limit any given type, kind, or class of aeronautical use for the safe operation of GAD. Therefore, the Airport has the right to deny an Operator the opportunity to conduct specific aeronautical activities for these purposes. The Airport also has the right to deny a certain activity if there is not sufficient area at GAD to accommodate a particular use. Furthermore, the Airport may deny an Operator if it is exercising its proprietary exclusive right to offer aeronautical services.

The FAA has determined that the sponsor of a federally obligated airport is the only entity entitled to hold a proprietary exclusive right to perform aeronautical services. The Airport currently exercises its right to perform exclusive “fixed based operator” (FBO) aeronautical services at GAD. These services include aircraft storage and tie down; sale and dispensing of aviation fuels and oils; and ramp services. Upon such time the Airport no longer wishes to exercise this right, FBO minimum standards will be created and appended to this document.

Nothing in this section shall be construed so as to limit the right of any owner/operator to provide fuel for or service his own aircraft. Such self-service fueling shall meet all applicable local, state, and federal safety regulations. The owner/operator of an aircraft may perform repairs upon the owned aircraft providing such individuals are properly trained and certified to work on that aircraft and the work is performed in accordance with the applicable sections below and all federal, state, and local regulations.

The Airport also has the right to designate specific areas of GAD in which aeronautical services and/or self-servicing may be conducted. Such designation shall give consideration as to the nature and extent of the operation, the lands available for such proposed uses, and consistency with the safe and orderly operation of GAD.

The Airport may take any action it considers necessary to protect the aerial approaches of GAD against obstructions. The Airport has the right to prevent the Operator from erecting, or permitting to be erected, any building, or other structure which in the opinion of the Airport, would limit the usefulness of GAD, or constitute a hazard to aircraft.

2.0 APPLICATION PROCEDURES

Before being granted operating privilege, a potential commercial aeronautical service Operator wishing to establish a commercial aeronautical activity at GAD must submit a written application. The application shall contain the following information (as applicable), plus any other information that may be reasonably requested by the Airport:

1. Name and address of applicant;
2. The proposed nature of the business, services to be offered, qualifications of the applicant (including applicable licenses and certifications) and proposed date of commencement of the activity;
3. The number of persons to be employed;
4. The amount of land, building space intended to be constructed/leased;
5. Aircraft to be used and/or based at the airport (provide N-Number if applicable);
6. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity;

7. The requested or proposed date of commencement of the activity and the desired term of conducting the same;
8. Legal names of all parties owning an interest in the business and the name, telephone number, and address of the primary contact person;
9. Demonstration of the financial capability to initiate operations and construction of improvements; and
10. Proof (copy of insurance company or letter of intent) of the number and types of insurance coverage to be maintained.

When more than one activity is proposed to be conducted by a single Operator, minimum standards or requirements shall not be less than the highest standard or requirement for each activity, or greater than the cumulative standards or requirements for all of the combined activities.

Sole individual operators that do not desire tenancy at GAD (e.g., flight instruction, mechanic, etc.) may conduct commercial aeronautical activities once preapproved by the Airport. The potential Operator must submit items 1, 4, 5, and, 7 listed above and any other information deemed pertinent by the Airport to apply for preapproval. The full provisions of these minimum standards shall not apply to sole individual operators. However, the Operator is responsible to obtain and maintain types and amounts of insurance as required to adequately protect the Operator and the Airport.

2.1 Notice and Hearings

Upon the filing of such an application with the Airport Manager, it shall be reviewed and, if complete, considered by the Gadsden Airport Authority at its next scheduled board meeting. If no meeting is scheduled within thirty (30) days from the filing of such application, a meeting may be requested by the applicant for considering same by the Gadsden Airport Authority.

If such application involves conduct of an aeronautical activity for commercial purposes, all other persons then conducting commercial aeronautical activities on said Airport shall also be notified of the filing of such application and the time and place of the Gadsden Airport Authority board meeting to consider the same.

The Airport Manager shall review the application relative to the standards and qualifications as herein established and recommend to the Gadsden Airport Authority whether or not such application should be approved in whole or in part, and if so, upon what terms and conditions.

Upon receipt of the recommendation of the Airport Manager, the Gadsden Airport Authority shall approve, modify or reject such recommendations and application; refer the recommendation to Airport legal Staff for action on land leases; and immediately advise the applicant of the disposition in the matter.

2.2 Grounds for Application Denial

An application for potential commercial aeronautical service may be denied but not limited to, the Operator not meeting qualifications, standards, and requirements established by these minimum standards, the activity will create a safety hazard, insufficient space or building available to accommodate the proposed activity, or the Airport exercises its right to provide proprietary exclusive service.

3.0 COMMERCIAL OPERATOR PERMIT

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application), submit the Application to the Airport and the City, and obtain a Commercial Operator Permit (Permit) from the City prior to engaging in the desired activities.

3.1 Application

Any entity desirous of engaging in a Commercial Aeronautical Activity at the Airport (Applicant) shall complete all relevant and applicable sections of the Commercial Operator and Lessee Application (Application) and submit the Application to the Airport and the City and obtain a Commercial Operator Permit (Permit) from the City prior to engaging in the desired activities.

Applicant shall submit all the information requested in the Application and thereafter shall submit any additional information, data, and/or documentation that may be required or requested by the Airport and the City to evaluate the Application and facilitate an analysis of the prospective operation properly and fully.

No Application will be deemed complete that does not provide the Airport and the City with the information, data, and/or documentation necessary to enable the City and the Airport to make a meaningful assessment of Applicant's desired activities and determine whether the Applicant's desired activities will comply with all applicable legal requirements and be compatible with the Airport Layout Plan.

Following review and approval by the Airport and the City and subject to the Applicant complying with all requirements, a permit will be issued by the City.

3.2 Approved Permit

The permit will be valid for the period indicated in the permit if Operator meets the following requirements:

1. The information submitted by Operator is and remains current. Operator shall notify the Airport and the City in writing within 21 calendar days of any change to the information submitted by Operator;
2. Operator remains in full compliance with all applicable legal requirements and the terms and conditions of the permit;

3. The permit may not be assigned or transferred and shall be limited solely to the approved activities identified in the permit;
4. The permit shall be incorporated by reference into the Lessees' agreement. The breach of any portion of the permit, including the Application incorporated by reference thereto, shall be deemed a material breach of any associated agreement allowing the Airport and the City the option to terminate the permit and/or the agreement.

3.3 Existing Operator with an Existing Agreement

1. No Change in Scope of Activities – Upon adoption of these minimum standards, an existing Operator with an existing agreement may engage in the activities permitted under the agreement without applying for such permit provided that Operator is in full compliance with all the terms and conditions of the agreement and all applicable legal requirements.
2. Change in Scope of Activities – Prior to engaging in any new activity not permitted under an existing agreement or Permit or changing or expanding the scope of activities permitted under an existing agreement or permit, the Operator shall complete and apply to, and receive a Permit from, the City prior to conducting new activity(ies) not permitted under an existing agreement or Permit.

4.0 GENERAL REQUIREMENTS

Operators engaging in commercial aeronautical activities at GAD shall fully comply with or exceed the requirements of this section as well as the minimum standards for applicable types of activities in the subsequent sections.

All individuals or corporations conducting commercial aeronautical activities on the Airport shall abide by and comply with all Federal, State, County and applicable City laws and ordinances, the rules and regulations governing such Airport, and the rules and regulations of the Federal Aviation Administration.

4.1 Experience/Capability

Operator shall, in the judgment of the Airport and the City, demonstrate before and throughout the term of the agreement the following:

1. The capability of consistently providing required or permitted Commercial General Aviation products, services, and facilities and engaging in the required or permitted activities in a safe, secure, efficient, courteous, prompt, and professional manner in service to and to the benefit of the public with the degree of care and skill exercised by qualified and experienced operators providing similar products, services, and facilities at comparable airports;

2. The financial wherewithal and technical capability of paying all rents, fees, or other charges owed the Airport Authority; developing and maintaining the required land and Improvements; procuring and maintaining the required vehicles, Equipment, and/or aircraft; employing required Employees; and engaging in the activities.

4.2 Licenses, Permits, Certifications, and Ratings

An Operator and its employees shall obtain and comply with, at Operator's sole expense, all necessary licenses, permits, certifications, and ratings required for the Operator's commercial activities as required by any other duly authorized agency having jurisdiction. The Operator must have sufficient experience and personnel to conduct the proposed activity in a professional and efficient manner.

Operator shall keep in effect and post in a prominent place, readily accessible and visible to the public, copies of all licenses, permits, certifications, or ratings that are required to be posted.

Upon request, Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport and the City within 14 (fourteen) calendar days.

Operators engaged in activities defined herein shall obtain a Commercial Operator Permit prior to engaging in activities.

4.3 Substance Use/Abuse Policy

All Operators and employees thereof at GAD must be without any detectable presence of alcohol and/or any detectable drug metabolite, unless used as prescribed by a physician. This policy will be enforced to provide a safe environment for all the public. Unless under supervised medical care, persons impaired by prescribed medication should not be present at the Airport.

4.4 Payments of Rents, Fees, and Charges

Operator shall, at its sole cost and expense, pay all taxes, fees, rents and other charges, that may be levied or assessed by any duly authorized agency, relating to leased premises or activities at GAD. The Operator's failure to remain current in the payment of rents, fees, or charges due to the Airport shall be grounds for suspension or termination of Operator's written agreement. The Airport may, at its discretion, enforce payment of any rent, fee, charge, or other sums due and owing to the Airport by any legal means available to the Airport.

4.5 Development Standards

No person shall make any alterations of any nature whatsoever to any buildings, ramps, or other GAD facilities, nor erect any building or other structure without prior submission of a written request to, and permission from, the Airport. Operators shall comply with all applicable building codes and minimum door height and width requirements and shall deliver to the Airport Manager "as built" plans upon completion. Proposals for alterations or construction must be filed with the Federal Aviation Administration (FAA Form 7460-1 *Notice of Proposed*

Construction and/or Alteration) and receive a favorable determination prior to commencement of any construction.

Operator shall lease contiguous land or lease, construct, or have immediate access to Improvements for the activities as required in these minimum standards.

Improvements including ramps, paved tiedowns, and facilities (but excluding vehicle parking and fuel storage facilities) shall be located on contiguous land. Lessees shall have adequate leased premises to accommodate all activities of Lessee, as required in these minimum standards.

Ramps associated with hangars shall be no less than 125 percent of the square footage of the largest hangar of the contiguous development and able to accommodate the movement of aircraft into and out of the hangar and the staging and parking of aircraft. Ramps (including paved tiedowns) must be:

1. Contiguous and separated by no more than a taxilane which allows entity to taxi or tow aircraft without traversing a taxiway or public roadway;
2. Of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently or anticipated to utilize the Operator's leased premises;
3. Able to accommodate the operator's aircraft fleet;
4. Located to provide unimpeded movement of aircraft in and out of other facilities or operating to and from taxilanes or taxiways.

If Operator utilizes a hangar for storing Operator's aircraft fleet and Operator does not handle or store customer aircraft, tiedowns are not required.

4.6 Subleasing

If permitted in the lease between Operator and the Airport, all or a portion of a leased area may be subleased to another Operator. Subleases that are permitted under the lease must be pre-approved in writing by the Airport with the sublessee providing all required documentation for licenses, permits, certifications, and ratings as part of the request. Sublessees are required to comply with all minimum standards and rules and regulations of the Airport. Sublessees must meet the same requirements for insurance as the lessee including listing all required entities as additional insureds at the required limits. No Operator shall have an inherent right to sublease property at GAD.

4.7 Hazardous Materials and Waste Disposal

The Operator may not store any hazardous or agricultural chemical on the premises without the agreement of the Airport and in accordance with federal, state, and local regulations.

The Operator shall provide for the adequate and sanitary handling and disposal of all trash, dangerous, flammable, or regulated wastes, including, but not limited to used oil, solvents, and other materials in accordance requirements set forth in FAA Advisory Circular 150/5320-15, *Management of Airport Industrial Waste*, as well as all applicable federal, state, and local regulations. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property is not permitted.

4.8 Security

An Operator shall take reasonable steps to discourage and deter criminal and mischievous activity at GAD. These shall include, but are not limited to, securing aircraft, hangars, tools, maintenance equipment, chemicals, and other items that may be within the limits of the Operator's premises. The Operator is responsible for ensuring no unauthorized access through or from its facilities onto the airside portion of GAD. Furthermore, the Operator must report any behavior or suspicious activity on or near GAD that may endanger the health, safety, and welfare of the public. Operator must comply with applicable reporting requirements as established by the City, FAA, TSA, and any other applicable agencies.

The Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the Airport and the City including the names of the primary and secondary contacts. One of the contacts shall be available (by telephone) on a 24-hour basis.

Operator shall develop and maintain a Security Plan for Operator's leased premises and activities. Security Plan shall be submitted to Airport for review no later than 30 calendar days before Operator is scheduled to commence activities and shall be resubmitted any time changes are made.

4.9 Nondiscrimination

No person on the grounds of race, sex, color, marital status, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of an Operator's facilities or services.

Operator must furnish service on a fair, equal, and non-discriminatory basis to all users, and to charge fair, reasonable, and non-discriminatory prices for each unit of service. The Operator may make reasonable and nondiscriminatory discounts, rebates, promotions, or other similar types of price reductions as long as such are applied on fair, equal, and not-discriminatory basis

4.10 Inspection

The Airport shall have the right to inspect all Operators and Operator facilities at will in order to establish proof of currency of all licenses, compliance with all laws, rules, regulations, and standards with which the Operator must comply. Failure to comply with inspections is a violation of these minimum standards, and may be enforced as such.

4.11 Indemnification

By signing at the bottom of this document, all commercial aeronautical Operators agree they shall absolutely indemnify and hold harmless the Gadsden Airport Authority, the Northeast Alabama Regional Airport, members of their board of directors, the City of Gadsden, and all agents, officers, servants, or employees thereof, from any and all liability resulting from all operations conducted by the Operator or Operator's partners, officers, directors, agents, employees, invitees, or contractors. All Operators shall furnish the Gadsden Airport Authority with a copy of a current Certificate of Insurance with at least the minimum coverage as specified by their lease.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify.

In the event of an environmental law violation or an environmental contaminating accident or incident caused by Operator or Operator's employees, vendors, suppliers, contractors, or any other entity associated with Operator or in the event any of these entities violates any environmental law, the Operator shall accept total responsibility and absolutely indemnify and hold harmless the Gadsden Airport Authority, the Northeast Alabama Regional Airport, members of their board of directors, the City of Gadsden, and all agents, officers, servants, or employees thereof.

Nothing herein shall constitute a waiver of any protection available to the City and the Airport, individually and collectively, and their agents, officers, servants, or employees, under federal, or state law, including but not limited to, governmental immunity statutes or case law, or similar statutory or common law provisions.

4.12 Insurance

Operator shall procure, maintain, and pay all premiums throughout the term of agreement for the insurance minimum coverages and limits required by legal requirements and set forth below:

1. The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of Alabama (with a best rating of A or above) or be approved in writing by the City.
2. When coverages or limits set forth in this section are not commercially available, appropriate replacement coverages or limits must be approved in writing by the City at least 30 calendar days before Operator is scheduled to commence activities.
3. The Airport and City reserve the right to require more, or different types of insurance coverage based on the entity's individual risks or exposures associated with Operator's activities.
4. Operator with known environmental contamination exposures shall be required to secure appropriate environmental liability insurance with coverage amounts appropriate for the type and level of environmental contamination exposure risk, as determined by the City.

5. All insurance policies, which Operator is required to carry and keep in full force and effect, shall contain, or be endorsed to contain, the following provisions.
 - a. “The Airport, and the City, individually and collectively, and their representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; or vehicles, equipment, or aircraft owned, leased, hired, borrowed, or operated by entity. Such insurance shall provide primary coverage and shall not seek any contribution from any insurance or self-insurance carried by agent or the Airport nor City.”
 - b. “Such insurance, as to the interest of the Airport and the City only, shall not be invalidated by any act or neglect or breach of contract of entity. Any failure to comply with reporting or other provisions of the policies, including any breach of warranty, shall not affect coverage provided to City or the Airport, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers. Entity’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the aggregate limits of the insurer’s liability.”
 - c. “Coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or in limits except after 30 calendar days prior written notice, 14 calendar days prior written notice for cancelation for non-payment of premium, by certified mail, return receipt requested, has been given to the Airport and the City.”
6. Companies issuing required insurance policies shall have no recourse against the Airport for payment of premiums or assessments for any deductibles that are the sole responsibility and risk of the Operator. Certificates of insurance for the insurance coverages required by legal requirements and set forth in these minimum standards shall be delivered to the Airport and the City upon execution of any agreement, or when approval is given by the Airport and City to conduct activities. Thereafter, Operator shall provide certificates of insurance to the Airport and the City every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

5.0 FIXED BASE OPERATOR

A Fixed Base Operator (FBO) is a commercial entity providing aeronautical services such as fueling, maintenance, storage, ground and flight instruction, etc., to the public.

The FAA has determined that the sponsor of a federally obligated airport is the only entity entitled to hold a proprietary exclusive right to perform aeronautical services. The Airport currently exercises its right to perform exclusive “fixed based operator” (FBO) aeronautical

services at GAD. Upon such time the Airport no longer wishes to exercise this right, FBO minimum standards will be created and amended to this document.

6.0 AIRCRAFT MAINTENANCE

An Aircraft Maintenance Operator is a person or persons, firm, or corporation providing one or a combination of airframe, engine, and accessory repair services on aircraft that may include fixed wing or rotary wing aircraft. Services may also include the design, production, manufacturing, or sale of aircraft parts and accessories. The following requirements apply to all aircraft maintenance Operators desiring to conduct business at GAD.

6.1 Facilities and Equipment

The Operator shall lease from Airport a building that includes sufficient hanger space to provide housing for any aircraft being serviced.

The Operator shall provide a paved aircraft apron within the leased area to accommodate aircraft awaiting repair or maintenance or delivery after repairs have been completed. The Operator may use any suitable existing areas of the Airport for this purpose if said areas are available at the Airport.

The Operator shall provide sufficient equipment, supplies, manuals, and availability of parts equivalent to that required for certification by the FAA.

Equipment may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

1. Appropriate measures are being taken to return the equipment to service as soon as possible;
2. Fully operational back-up equipment is available within a reasonable period of time to provide the required service.

6.2 Hours of Operation

The Operator is expected to have its premises open and services available for a minimum of eight hours per day between normal operating hours from 6:00 am to 6:00 pm local time Monday through Friday. Exceptions are granted for unforeseen circumstances, including work schedules and holidays as coordinated with the Airport. Furthermore, the Operator's activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

6.3 Personnel

The Operator shall have during the appropriate business hours, trained personnel in such numbers as are required to meet service needs in an efficient manner. At least one person must be currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed by holding an airframe, power plant, or an aircraft inspector rating.

6.4 **Insurance**

The Operator shall, at its sole cost, obtain and maintain public liability and products liability insurance with the following limits: \$200,000 each person, \$2,000,000 each occurrence, and \$2,000,000 aggregate. The Operator shall, at its sole cost obtain and maintain 'hangar keepers' liability with the following limits: \$200,000 for any one aircraft, and \$200,000 each occurrence. In accordance with State law, the Operator shall also at its sole cost obtain and maintain workman's compensation insurance. The Airport and the City must be named as additional insureds on all policies. The Operator must present all proof of insurance to the Airport and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

6.5 **Defueling**

Operator may only defuel customer's aircraft, if necessary, for Aircraft Maintenance purposes. Employees engaged in defueling and refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321. Additionally, Operator may refuel the defueled aircraft following provision of required Aircraft Maintenance. Defueling and refueling shall not be used to permit Operator to engage in the sale or dispensing of fuels as this activity is specifically reserved for the Airport Authority.

Operator conducting defueling and refueling of aircraft shall have adequate and proper fuel storage, provide the Airport Authority, FBO, and the City with an SPCC Plan for defueling, refueling, and fuel storage, and conform with the following:

1. **Fueling Reports**: On or before the 15th calendar day of the subsequent month, Operator shall: (a) provide a summary report to the Airport Authority identifying the number of gallons of aviation fuel by fuel type dispensed at the Airport to customer aircraft and (b) pay the associated fees due to the Airport Authority and the FBO. Upon request, records and meters shall be made available for review by the FBO and the Airport Authority or its designated representative. In the case of a discrepancy, the greater amount shall prevail, and the Operator shall promptly pay all additional fees due and owed to the FBO and the Airport Authority, plus interest on the unpaid balance from the date originally due;
2. **Standard Operating Procedures**: Operator shall develop and maintain standard operating procedures (SOP) that shall include, at a minimum, a training plan, fuel quality assurance procedures and associated record keeping, emergency response procedures to fuel spills and fires, and aircraft ground handling procedures in compliance with the Airport rules and regulations. Operator's SOP shall also address: (a) regular safety and security inspections, (b) bonding and fire protection, (c) public protection, and (d) marking and labeling of (and controlling access to) refueling vehicles, fueling equipment, and fuel storage facilities. Operator's SOP shall be submitted to the Airport no later than 30 calendar days before the activities are scheduled to commence and shall be resubmitted any time changes are made. Fuel storage facilities and refueling vehicles shall be equipped and maintained to Operator's SOP and shall comply with applicable

legal requirements and industry best practices including, without limitation, those prescribed by:

National Fire Protection Association (NFPA) Codes:

- a. 14 CFR Part 139, Airport Certification, Section 139.321, "Handling/Storing of Hazardous Substances and Materials;"
- b. Applicable Advisory Circulars (ACs) including AC 00-34 series Aircraft Ground Handling and Servicing, AC 150/5210 series Painting, Marking and Lighting of Vehicles Used on an Airport, and AC 150/5230 series Aircraft Fuel Storage, Handling, and Dispensing on Airports.

7.0 AVIONICS OR INSTRUMENT MAINTENANCE

An Avionics or Instrument Maintenance Operator is engaged in the maintenance or alteration of one or more of the items described in 14 CFR Part 43 – Appendix A (i.e., aircraft radios, electrical systems, or instruments) for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator. The Operator shall comply with the following minimum standards set forth in this Section.

7.1 Facilities and Equipment

Operator shall have adequate land and Improvements to accommodate all activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative. For Operators performing benchwork only (i.e., no removal or replacement services are being performed), the minimum leased premises requirements, which are not cumulative, are as follows.

Equipment may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

1. Appropriate measures are being taken to return the equipment to service as soon as possible;
2. Fully operational back-up equipment is available within a reasonable period of time to provide the required service.

7.2 Hours of Operation

The Operator is expected to have its premises open and services available for a minimum of eight hours per day between normal operating hours from 6:00 am to 6:00 pm local time Monday through Friday. Exceptions are granted for unforeseen circumstances, including work schedules and holidays as coordinated with the Airport. Furthermore, the Operator's activities shall be available on call, at all other times (after-hours), with response time not to exceed one hour.

7.3 Personnel

The Operator shall have, during the appropriate business hours, trained personnel in such numbers as are required to meet service needs in an efficient manner. At least one person must be currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed by holding an airframe, power plant, or an aircraft inspector rating.

7.4 Insurance

The Operator shall, at its sole cost, obtain and maintain public liability and products liability insurance with the following limits: \$200,000 each person, \$2,000,000 each occurrence, and \$2,000,000 aggregate. The Operator shall, at its sole cost obtain and maintain 'hangar keepers' liability with the following limits: \$200,000 for any one aircraft, and \$200,000 each occurrence. In accordance with State law, the Operator shall also at its sole cost obtain and maintain workman's compensation insurance. The Airport and the City must be named as additional insureds on all policies. The Operator must present all proof of insurance to the Airport and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

8.0 FLIGHT TRAINING

A Flight Training Operator is a person or persons, firm, or corporation engaged in instructing pilots in dual and solo flight training in fixed or rotary wing aircraft. Flight Training Operators provide such related ground school instruction as is necessary preparatory to taking written examination, and flight check ride for the category or categories of pilots' licenses and ratings involved. The following requirements apply to all flight training Operators desiring to conduct business from GAD. These requirements shall not apply to transient instructors whose instruction is incidental to the use of GAD.

8.1 Facilities and Equipment

The Operator shall provide service from an area with enough space for classroom and office space and have all appropriate facilities including customer lounge, public telephones, flight briefing, and restrooms. The Operator shall provide adequate mock-ups, pictures, movies, or other training aids necessary to provide proper and effective ground school instruction. All materials shall meet FAA requirements for the training offered.

8.2 Aircraft

The Operator shall have available for use in flight training, either owned or under written lease to the Operator, the sufficient number of properly certified aircraft or sufficient properly certified aircraft, as applicable, to provide flight instruction of the kind advertised.

Aircraft may be unavailable, from time to time, on a temporary basis, for a reasonable period of time, due to routine or emergency maintenance so long as:

1. Appropriate measures are being taken to return the aircraft to service as soon as possible;

2. Fully operation back-up aircraft is available within a reasonable period of time to provide the required product or service.

8.3 Hours of Operation

The Operator is expected to have its premises open and services available for a minimum of eight hours per day between normal operating hours from 6:00 am to 6:00 pm local time Monday through Friday. Exceptions are granted for unforeseen circumstances, including work schedules and holidays as coordinated with the Airport.

8.4 Personnel

The Operator shall employ or make available sufficient numbers of flight instructor(s) to provide service of the kind advertised. All flight instructors must be properly certified by the FAA to provide all types of training offered and shall comply with all applicable FAA, federal, state, and local regulations.

The company shall also provide a sufficient number of personnel to adequately and safely carry out flight training services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such service.

8.5 Insurance

The Operator shall, at its sole cost, obtain and maintain public liability and products liability insurance with the following limits: \$200,000 each person, \$2,000,000 each occurrence, and \$2,000,000 aggregate. In accordance with State law, the Operator shall also at its sole cost obtain and maintain workman's compensation insurance. The Airport and the City must be named as additional insureds on all policies. The Operator must present all proof of insurance to the Airport and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

8.6 Insurance Disclosure Requirement

The Operator conducting aircraft rental or flight training shall post a notice (and incorporate within its rental and instruction agreements) that: (a) identifies the insurance coverages provided to the renter or student by Operator, (b) discusses when and how the insurance coverages apply, (c) indicates where additional information can be obtained, and (d) advises the renter or student that additional insurance coverage is available (i.e., that the renter or student can purchase an individual non-ownership liability policy). Operator shall provide a copy of such notice to the Airport, FBO, and the City.

9.0 FLYING CLUBS

Flying clubs are not-for-profit commercial entities organized for the express purpose of providing their members with aircraft for their personal use and enjoyment. The following requirements apply to all flying clubs desiring to base their aircraft at GAD.

9.1 Organization

Each flying club must be a nonprofit corporation or partnership, or demonstrably affiliated with the same. Each member must be a bona fide owner of the aircraft; a stockholder in the corporation or, in the case of a parent corporation or institution, each member must be currently employed by or enrolled in same.

The flying club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual operation, maintenance, and replacement of its aircraft. The flying club must keep a current and complete list of the flying club's membership and the investment share held by each member. The flying club must provide said list to the Airport upon request.

9.2 Aircraft

The flying club's aircraft may not be used by other than bona fide members. The aircraft may not be used for rental nor by anyone for hire, charter, or air taxi, or any other commercial aeronautical purpose. Student instruction may be given in flying club aircraft to flying club members, provided such instruction is given by an FAA authorized flight instructor.

9.3 Insurance

The flying club shall, at its sole cost obtain and maintain public liability and products liability insurance according to the types and amounts as required to adequately protect the club members and the Airport. The Airport and the City must be named as additional insureds on all policies. Insurance levels are subject to the approval of the Airport and the City. The flying club must present all proof of insurance to the Airport upon request and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

10.0 AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR

An Aircraft Charter Operator is engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage (as defined in 14 CFR Part 125). An Aircraft Management Operator is engaged in the business of providing aircraft management including, but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination to the public. The following requirements apply to Aircraft Charter Operators and Aircraft Management Operators wishing to conduct businesses out of GAD.

10.1 Facilities and Equipment

The Operator shall have adequate land and improvements to accommodate all activities of Operator, but not less than the following based on the type of aircraft, which are not cumulative.

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

10.2 Licenses and Certifications

The Operator shall have and provide copies to the City, the Airport, and the FBO of all appropriate certifications and approvals, including without limitation, the Pre-application Statement of Intent (FAA Form 8400-6), the Registrations and Amendments under Part 298 (OST Form 4507), and FAA-issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the City, the Airport, and the FBO within three (3) calendar days.

10.3 Hours of Operation

The Operator shall be open, and services shall be available to meet reasonable demands of customers for these activities, but not less than the following: eight (8) hours a day and five (5) days a week.

10.4 Personnel

If certified to engage in on-demand common carriage for persons or property, Aircraft Charter Operator shall employ enough number of employees as required by 14 CFR Part 135. If certified to engage in private carriage (as defined in 14 CFR Part 125), Aircraft Charter Operator shall, at a minimum, employ enough number of employees who shall be available during required hours of activities.

10.5 Insurance

The Operator shall, at its sole cost obtain and maintain public liability and products liability insurance according to the types and amounts as required to adequately protect the customers, employees, and the Airport. The Airport and the City must be named as additional insureds on all policies. The Operator must present all proof of insurance to the Airport upon request and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

11.0 AIRCRAFT SALES

Aircraft sales involve a person or persons, firm or corporation conducting aircraft sales and rental activity. "Aircraft sales activity" means the seller sells more than three (3) new or used aircraft during a 12-month period; or it means, for rental, at least two (2) airworthy aircraft, suitably maintained and certified, are rented during a 12-month period.

11.1 Facilities and Services

The Operator shall provide, by lease or rental, at least 1,000 square feet with suitable office space for consummating sales and/or rentals and maintaining proper records in connection thereof; and shall provide hangar storage space for at least the largest aircraft to be used for sales or rental. This includes adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators on the Airport for such service and repair.

The Operator must maintain or have employed a properly certified pilot capable of demonstrating new aircraft for sale or for checking out rental aircraft.

The Operator must also maintain the minimum stock of readily expendable spare parts, or have in place adequate arrangements for obtaining spare parts required for the type of aircraft and models sold, as well as current up-to-date specifications and price lists for types and models, if new aircraft are sold. Additionally, the Operator must maintain proper checklists and operating manuals on all aircraft rented and adequate parts catalogues and service manuals on new aircraft sold.

11.2 Hours of Operation

The Operator is expected to have its premises open and services available between the normal operating hours of 6:00 a.m. to 6:00 p.m. local time Monday through Friday. Exceptions are granted for unforeseen circumstances, including work schedules and holidays as coordinated with the Airport.

11.3 Personnel

The Operator shall employ, at a minimum, one (1) commercial pilot, and one (1) customer service representative. A commercial pilot may fulfill the responsibilities of the customer service representative unless the commercial pilot is performing duties off-Airport.

11.4 Insurance

The Operator shall, at its sole cost, obtain and maintain public liability and products liability insurance according to the types and amounts as required for the particular aircraft. In accordance with state law, the Operator shall also at its sole cost obtain and maintain workman's compensation insurance. The Airport and the City must be named as additional insureds on all policies. Insurance levels are subject to the approval of the Airport and the City. The Operator must present all proof of insurance to the Airport and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

12.0 TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR

The Airport and the City recognize that aircraft owners or operators may, from time to time, have specialized aviation service requirements (i.e., aircraft maintenance, flight training, etc.). When specialized aviation service is required but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the Airport

and the City may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

Aircraft Owner or Aircraft Operator shall initialize the process by informing the Airport and the City of the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.

Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all legal requirements while on the Airport.

The Operator shall comply with the following minimum standards set forth in this Chapter.

12.1 Facilities and Equipment

The Operator shall conduct activities on the leased premises of the Aircraft Owner or Aircraft Operator or in a location approved by the Airport and the City in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

12.2 Limitations

As determined by the Airport in its sole discretion, if an Operator located at the Airport is fully capable of providing requested specialized aviation service(s), a Temporary Specialized Aviation Service Operator may be prohibited from providing such services at the Airport.

12.3 Licenses and Permits

Prior to engaging in activities at the Airport, Operator must obtain any necessary business licenses or permits, or other required licenses and permits, from the City or other authorities, for the necessary period of time (typically no more than 30 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved license or permit.

Operator shall comply with all requirements for the permitted activities and limit the service provided to the entity, area, and time period identified in the approved Commercial Operator Permit.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the Airport Authority and FBO prior to Operator engaging in activities at the Airport.

12.4 Insurance

The Operator shall, at its sole cost, obtain and maintain public liability and products liability insurance according to the types and amounts as required for the particular aircraft. In accordance with State law, the Operator shall also at its sole cost obtain and maintain

workman's compensation insurance. The Airport and the City must be named as additional insureds on all policies. Insurance levels are subject to the approval of the Airport and the City. The Operator must present all proof of insurance to the Airport and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

13.0 MISCELLANEOUS OPERATOR

Miscellaneous operations such as radio and instrument repairs, aerial advertising, crop dusting and other aeronautical activities not hereinbefore provided for may be conducted by any person, firm or corporation upon application to and approval of the Airport. Operators of miscellaneous operations shall comply with the following minimum standards set forth in this Chapter.

13.1 Facilities and Equipment

The Operator shall have adequate land and improvements to accommodate all activities of Operator as may be required by the City or other local authority.

The Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient vehicles, equipment, and if appropriate, one certified and continuously airworthy aircraft as approved by the Airport and pursuant to FAA regulations. The Operator shall have sufficient materials and supplies available to support the activities.

13.2 Hours of Operation

The Operator shall be open, and services shall be available, during the hours maintained by qualified and experienced entities engaging in similar activities at comparable airports as approved to by the Airport and the City of Gadsden. The Operator shall be available to meet the reasonable demands of customers for the activities.

13.3 Personnel

The Operator shall provide enough employees to carry out activities in a safe, secure, efficient, prompt, courteous, and professional manner while also meeting the reasonable demands of customers for the activities as approved by the County.

13.4 Insurance

The Operator shall, at its sole cost, obtain and maintain public liability and products liability insurance according to the types and amounts as required for the particular aircraft. In accordance with state law, the Operator shall also at its sole cost obtain and maintain workman's compensation insurance. The Airport and the City must be named as additional insureds on all policies. Insurance levels are subject to the approval of the Airport and the City. The Operator must present all proof of insurance to the Airport and is required to notify the Airport within 15 days in the event of insurance change, suspension, or cancellation.

14.0 THROUGH THE FENCE OPERATOR

Through the fence (TTF) property is land (and associated infrastructure and improvements) located adjacent to the Airport that is owned, leased, or under the full and exclusive control of an entity other than the airport sponsor to which the Airport grants ground access for aircraft across the Airport's property boundary for the use of the airside infrastructure.

Federal regulations require that a TTF Operator be charged for the right to access and use airport infrastructure. However, unlike on-airport commercial operators, the Airport is under no obligation to grant access, provide equal access, or charge equal fees for similar TTF activities. The FAA has ruled that access for TTF operators and fees for TTF activities can be different (including higher) and that this is not unjustly discriminatory. The Airport shall only allow TTF activities if it is deemed by the FAA/ALDOT as consistent with the mission, vision, goals, or objectives of the Airport and in the best interest of the public.

15.0 AIRPORT SPECIAL EVENTS

Federal regulations require the Airport to only allow aeronautical activities on the airfield. Proposed non-aeronautical special events shall be reviewed by the FAA and ALDOT Aeronautics Bureau on a case-by-case basis to determine whether they are allowed at GAD.

16.0 REVIEW AND UPDATE OF MINIMUM STANDARDS

The Airport reserves the right to change these minimum standards at its discretion. All entities affected by such changes will be provided the proposed changes 30 days prior to adoption by the Airport. The Operator or its representative shall have an opportunity to comment on proposed changes at the next Gadsden Airport Authority board meeting and will be apprised of dates of implementation of such changes.

17.0 ENFORCEMENT OF MINIMUM STANDARDS

The Airport acting in its governmental capacity has the legal right to exercise its police power to enforce these minimum standards in order to obtain a correction of the violation, provided they do not conflict with existing federal, state, local laws, codes, ordinances, and other regulatory measures. Additionally, any such violations may be considered any time the Operator submits an application, seeks permission, or requests approval from the Airport and the City. The Operator shall pay for any costs incurred by the Airport and the City, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, necessitated by the Operator's failure to comply with these standards.

Any required determinations, interpretations, or judgments regarding what constitutes an acceptable minimum standard or requirement, or regarding compliance with such minimum standard or requirement, shall be made by the Airport.

The Airport shall have the right to inspect all Operators to establish proof of currency of all licenses, and to establish compliance with all laws, rules, regulations, and standards with which

the Operator is required to comply. Failure to comply with inspections is a violation of these minimum standards, and will be enforced as such.

In the event an Operator fails to comply with these minimum standards, the Airport shall send a written statement of violation to such entity at its last known address. The Operator shall have 14 calendar days within which to (a) provide a written statement to the Airport explaining why the violation occurred and to advise the Airport that the violation has been corrected or (b) when and how the violation will be corrected.

17.1 Disputes and Disagreements

The Airport recognizes that it is in the best interest of the public to work to resolve disputes and disagreements. If an Operator or applicant has a dispute and/or disagreement relating to the minimum standards, application, written agreement, enforcement, or other issue, he shall first present its issue to the Airport Manager who will attempt to resolve the issue. If the Airport Manager is unable or unauthorized to resolve the issue, the persons(s) will be allowed the opportunity to present his issue at the next Gadsden Airport Authority board meeting. The person(s) must appropriately schedule his presentation in advance of the meeting with the Airport Manager.

In the event of an informal complaint (under 14 CFR Part 13) or formal complaint (under 14 CFR Part 16) and upon request by the City, Operator shall submit a schedule of product, service, and facility pricing within 14 calendar days.