



PERRY-HOUSTON
COUNTY AIRPORT
AUTHORITY

MINIMUM STANDARDS

Airport Owner:	Perry-Houston County Airport Authority
Airport Operations:	Airport Manager Under Supervision of Authority
Airport Location	375 Myrtle Field Rd, Perry GA 31069
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SECTION A: INTRODUCTION

A-1: MINIMUM STANDARDS AS ADOPTED BY THE PERRY-HOUSTON COUNTY AIRPORT AUTHORITY

The following provisions have been adopted by the Perry-Houston County Airport Authority as Minimum Standards for the Perry-Houston County Airport. These Standards shall be applied uniformly to all persons (as defined herein) operating on the Perry-Houston County Airport. Any person, operating on the Airport, thereby consents to be bound by these standards.

A-2: OVERRIDING RIGHT OF AUTHORITY

Any provision herein to the contrary notwithstanding, the Authority reserves the right to develop and make any improvement to the Airport or to make any repairs to the Airport or any facility thereon that it deems is in the best interest of the Airport and its users, and to make changes in any or all of the minimum standards or leases or other privileges granted, retroactively when required by the Federal Aviation Administration (FAA) for compliance with applicable grant provisions or related governmental policies, and prospectively otherwise.

A-3: STANDARDS AND LEASES SUBORDINATE TO AGREEMENTS WITH THE UNITED STATES

The Airport was developed with aid and grants from the United States and the State of Georgia. Copies of such grants are available for review at the office of the Airport Manager. These grants often require obligations and commitments to the public, to the State of Georgia, and to the United States. Any provision of these standards, leases or practices carried out on the Airport shall be subordinate to, and if at variance with the grant requirements, unilaterally reformable at the option of the Authority or FAA to conform with the requirements of these grants.

A-4: CONFORMITY WITH AIRPORT LAYOUT PLAN

The Airport Manager and the FAA have on file a copy of the most recent FAA-approved Airport Layout Plan for the Airport, which provides for the orderly development and maximization of return from the Airport. All development and activities on the Airport and any leases of portions of the Airport property must be in conformity with the Airport Layout Plan.

A-5: CONFORMITY WITH AIRPORT DEVELOPMENT PLAN

In collaboration with the FAA, Georgia Department of Transportation and various architectural and engineering firms, the Authority has adopted an Airport Development Plan. All development and construction on the Airport must conform to the guidelines contained in the Airport Development Plan, as amended from time to time by the Authority.

A-6: AUTHORITIES OF AIRPORT MANAGER

The Airport Manager shall have the authority to take such reasonable actions he/she deems necessary to enforce these Standards in the efficient management of the Airport and its operations. In contingent circumstances not specifically anticipated in these Standards, the Airport Manager is authorized to make such reasonable decisions and take reasonable actions as he/she may deem necessary for the efficient, safe and equitable operation of the Airport. The Airport Manager shall report directly to and be under the supervision and direction of the Authority.

SECTION B: DEFINITIONS

B-1: AIRPORT

As used herein, the term "Airport" shall mean the Perry-Houston County Airport.

B-2: AIRPORT MANAGER

As used herein, the term "Airport Manager" shall mean the official of the Authority named on the title/face sheet hereof, or his/her designee. In no event however, shall it be a Commercial Operator (family member, stockholder, partner, competitor, or employee of) on the Airport.

B-3: COMMERCIAL OPERATOR

As used herein, the term "Commercial Operator" shall mean any person who provides goods or services to others on the Airport for compensation.

B-4: GENERAL FIXED-BASE OPERATOR (or GFBO)

As used herein, the term "General Fixed-Base Operator" shall mean a Commercial operator authorized under these standards to operate on the Airport as a General Fixed-Based Operator (GFBO). See section G-4 on General Fixed-Base Operator.

B-5: NON-COMMERCIAL OPERATOR

As used herein, the term “Non-Commercial Operator” is a person who does not provide goods or services to others for compensation on the Airport, but conducts activities on the Airport for himself or others, without compensation. See Section H hereinafter on Non-Commercial operators.

B-6: AUTHORITY

As used herein, shall mean the Perry-Houston County Airport Authority.

B-7: PERSON

Unless context clearly indicates otherwise, the word “person” as used herein shall mean any natural person, estate, club, organization, firm, association, corporation, or legal entity of any kind.

B-8: SPECIALTY FIXED-BASE OPERATOR (or SFBO)

As used herein, is a Commercial Operator authorized to operate on the Airport as a Specialty Fixed-Based Operator (SFBO). See section G-7 for requirements on Specialty Fixed-Base Operator.

B-9: THROUGH THE FENCE OPERATOR

As used herein, is a person who operates, from a location near or contiguous to the Airport, aircraft or facilities, as a part of or servicing the aviation community via access to the Airport property from property off the Airport. Such operators may be commercial or noncommercial.

B-10: CORPORATE OPERATOR

As used herein, is a person who leases property from the Authority; operates for compensation or hire on the Airport but does not provide services or goods to others on the Airport for compensation or hire.

B-11: AIR OPERATIONS AREA

As used herein, means any part of the Airport which is continuously reserved for the movement of aircraft, such as landing, taking-off, taxiing, and parking.

B-12: OPERATOR

Unless context clearly indicates otherwise, the word “Operator” as used herein shall mean any Commercial, Non-Commercial or Corporate Operator.

SECTION C: GENERAL USE POLICIES

C-1: AIRPORT AS PUBLIC AIR TERMINAL

The Perry-Houston County Airport shall be operated as a facility to accommodate air commerce, and as a public air terminal. The Airport shall be open for use 24 hours daily, subject to certain restrictions by inclement weather, the condition of the landing area, or other causes, as may be determined by the Airport Manager, in his/her sole discretion. Any Airport closures should be reported to the Chairman of the Authority and NOTAM'd as soon as practical.

C-2: COMMERCIAL OPERATIONS AND SPECIAL SERVICES

Special services may be rendered and special facilities may be provided on the Airport as the Authority may authorize from time to time. No person shall use the Airport or any of its facilities to conduct commercial activity or to provide goods or services, for revenue (including flight instruction or charter flights) without compliance of the standards herein provided. It is the duty of the Airport Manager to ensure services rendered on the Airport are in compliance with the minimum standards set forth by the Authority.

C-3: OBLIGATION OF USERS TO COMPLY WITH STANDARDS

Use of the Airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to comply with all the standards herein provided.

C-4: USERS HOLD AUTHORITY HARMLESS FROM LOSS

The privilege of using the Airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the users thereof, and each user shall release, hold harmless and indemnify the Authority, its officers and employees from any liability or loss resulting from such use, as well as against claims of third persons, as against those of the persons so using the Airport. The exercise of the privilege of use shall constitute an acknowledgement that the Authority maintains said Airport in a governmental capacity.

C-5: BULLETIN BOARD BY AUTHORITY

The Authority shall maintain a bulletin board in a conspicuous place for the purpose of posting any and all notices issued by the Federal Aviation Administration and the Airport Manager.

C-6: PUBLIC SAFETY

The Airport Manager shall have the Authority to take such steps as may be necessary for the handling, policing and protection of the public at the Airport, subject to review of the Authority.

C-7: ALCOHOL AND DRUGS

No person shall operate any vehicle or aircraft on the Airport while under the influence of alcohol, narcotic drugs, marijuana or depressants/stimulants or any other controlled substances.

C-8: LITTER

No person shall deposit, dump, cast, discard, or abandon any waste, garbage, paper or other materials or refuse matter from any aircraft, automobile, truck, other vehicle, or person upon the loading ramps, aprons, runways, taxiways, or grounds of the Airport, except in receptacles provided for such purposes.

C-9: SOLICITATION OF FUNDS

No person shall solicit funds from the public on the Airport for any purpose, without permission from the Airport Manager.

C-10: LOST AND FOUND

Any person who finds lost articles, shall deposit them with the office of the Airport Manager, or his/her representative.

C-11: ANIMALS ON AIRPORT

For reasons of safety and protection of property, unattended dogs or other animals are not permitted on the Airport. No person shall enter the terminal building with a dog or other animal except those in a cage or on leash or otherwise restrained in such a manner as to be under control of their tender at all times. City animal control officers will be contacted to remove unattended animals. Personal assistance animals are permitted.

C-12: AIRPORT OPEN ON NON-DISCRIMINATORY BASIS

Subject only to the provisions hereof, facilities on the Airport shall be open to all classes of users on a non-discriminatory basis. The determination of discrimination shall be made by the Federal Aviation Administration (FAA).

C-13: CIVIL RIGHTS

All persons using the Airport shall comply with all provisions of the Civil Rights Act of 1964, and with Part 21 of the Regulations of the U.S. Department of Transportation, and are hereby specifically prohibited from discrimination against any group or individual on the basis of race, creed, color, national origin, or sex.

C-14: COMPLAINTS

All complaints for violations of these standards shall be made in writing, signed by the complainant and filed with the Airport Manager to be presented to the Authority. Complaints against the Airport Manager should be delivered to the Chairman of the Authority.

C-15: COMPLIANCE WITH HEALTH, FIRE, CONSTRUCTION, AND ZONING CODES

All persons using or operating on the Airport shall comply with the requirements of all health, fire, construction and other regulatory controls applicable to the Airport and any operations thereon.

C-16: COMPLIANCE WITH LAWS, REGULATIONS, AND RESOLUTIONS

All persons operating on the Airport shall, at their sole expense, comply with applicable state and federal laws, regulations and Authority resolutions.

C-17: PUBLIC FUNCTIONS HELD AT AIRPORT

Individual or organization desiring to hold a public function, at the Airport, must submit a written request for approval to the Airport Authority. Written requests should include, as a minimum, the date, time, points of contact and full description of the event. Authority approved public function conducted on the Airport, such as political rallies, air shows, commercial and charitable publicity activities, etc. must coordinated the following issues through the Airport Managers' office:

a. *PARKING*

An auto traffic and parking plan will be established by the event's sponsor, who will make arrangements for experienced or trained traffic controllers to carry out the traffic and parking plan. The traffic and parking plan must be submitted for prior approval of the Airport Manager, along with the name of the person responsible. Fees for public parking on the Airport property require prior approval by the Authority. Proper notification will be made prior to the event if there will be a fee for parking.

b. *DEBRIS CLEAN-UP*

Litter clean-up following public events is the responsibility of the event's sponsor and should be accomplished no later than 48 hours after the conclusion of the event. Excess debris/litter that cannot be accommodated by existing bins must be disposed of by the sponsor. Under no circumstances should debris/litter collect around provided bins. The sponsor must submit the name of the person whom the Airport Manager should contact if there are problems with the cleanup. The Authority may require fees and/or deposits for clean-up not properly completed by the event sponsor.

c. *CROWD CONTROL*

For safety, public crowds must be kept from aircraft operating areas on the Airport. The event sponsor is responsible for submitting plans for crowd control, ropes, stanchions, etc. These plans must be submitted for prior approval by the Airport Manager. These issues described above must be satisfactorily addressed with the Airport Manager, and the event sponsor is responsible for their conduct.

C-18: AIRCRAFT PARKING ON AIRPORT

No aircraft will be left parked on the Airport over 24 hours, unless its owner/operator has made prior arrangements with an Operator for parking in the Operator's assigned/leased spaces. Individual parking space may also be negotiated directly with the Authority through the Airport Manager, under procedures set out in Section H, "Non-Commercial Operators".

C-19: AIRCRAFT PARKING ON TERMINAL APRON

The terminal aircraft parking apron shall be reserved for short-term aircraft parking. Parking for longer periods may be allowed by prior arrangement with the Airport Manager. The operator of the aircraft must provide a telephone number where he can be reached. Any aircraft left on the terminal apron may be charged in accordance with current facility fees. Maintenance of aircraft shall not be performed on the terminal apron.

C-20: AIRCRAFT PARKING/TIE-DOWN

No person may offer to provide or use a tie-down space, unless the tie-down space has at least 3-point tie-downs with ropes or chains adequate to hold aircraft immobile in gale-force winds.

C-21: UNATTENDED AIRCRAFT

Aircraft may not be left unattended on the Airport, unless such aircraft are tied down in properly equipped tie-down spaces, or are under the care and control of the Authority or an Operator. No aircraft or other vehicle may be parked unless it is kept operable and in apparently sound airworthy structural and mechanical condition as determined by the Airport Manager. Except for such aircraft undergoing repair, aircraft not meeting this requirement or appearing to be abandoned, non-airworthy, or unsightly shall be repaired, in appropriate approved areas, or removed from the Airport, at the owner's expense, within 30 days of notification.

C-22: DESIGNATED AIRCRAFT PARKING AREA

No person shall park aircraft on any area of the Airport, other than in spaces designated by the Airport Layout Plan. Aircraft may be parked outside designated areas as approved by the Airport Manager or Authority-approved operator controlling desired parking areas.

C-23: AERIAL APPLICATORS

Part 137 operations may not be conducted at the Airport unless written approval has been obtained by the Airport Manager. The Airport Manager shall not grant permission unless the applicant agrees to provide, at his own expense, a certificate of liability insurance holding the Airport and Authority harmless during all operations, a work area with adequate provisions to collect all waste, debris, liquids, and other materials from such aircraft operations and remove daily from Airport property.

C-24: BUILDINGS AND STRUCTURES

All buildings and structures owned or used by operators on the Airport shall comply with state and local laws, codes, and regulations including conformity with the following applicable standards:

- a. The Southern Standard Building Code
- b. The National, State and Local Electrical Code
- c. The National, State and Local Plumbing Code

Prior to construction, plans must be reviewed and approved by the Authority. All plans must be reviewed for compatibility with the existing Perry-Houston County Airport Layout Plan, the Airport Development Plan and these Minimum Standards.

C-25: BUILDINGS AND STRUCTURES STANDARDS

No person may construct, suffer or maintain any structure or shelter, either permanent or temporary, unless specifically authorized by the Authority. Except as noted hereinafter, the Airport Manager will not authorize construction, erection, or continued presence of a structure, unless it is in compliance with these standards.

C-26: DAMAGES

Any provision herein or lease provision to the contrary notwithstanding, any person using this Airport shall be chargeable for all damages to the Airport or any property located thereon, and shall indemnify and hold the Authority harmless from any payments therefor.

C-27: HANGAR SPACE

Except as otherwise provided in this section, no person may offer for hire or lease on this Airport, any hangar or shelter for aircraft, related service equipment, or surface vehicle unless he has been designated as a GFBO or SFBO, by the Authority.

C-28: INSPECTIONS

To the extent necessary to protect the interests of the Authority, or to investigate compliance with these minimum standards or leases, the Airport Manager may conduct inspections to assure all aircraft, structures, premises, facilities, and improvements on the Airport are in compliance with these standards.

C-29: INSURANCE ON ALL LEASE-HOLD PROPERTIES

At all times during the term of the lease of lease-hold lands on the Airport, the lessee, at his own expense, shall maintain, with a Georgia licensed casualty insurer, insurance on all structures on the leased property at the Airport protecting the lessee and the Authority, as their interests may appear, against loss or damage by fire, accident, wind storm, hail, explosion, or smoke. Should loss occur and lessee, for any reason, abandons the lease, all insurance claim proceeds shall (except to the extent otherwise claimable by the structure's mortgagee), become the property of the Authority.

C-30: INSURANCE: DELIVERY OF COPY OF LIABILITY POLICIES

Any liability insurance policy required for Commercial Operators under these standards shall name the Authority as an additional insured party. Such policies shall provide that written notice will be furnished to the Authority at least ten (10) days prior to any cancellation or reduction of coverage. A copy of each such policy, and any renewals or extensions thereof, shall be provided to the Airport Manager.

C-31: LICENSES, CERTIFICATES, AND AUTHORIZATIONS

No person shall operate on or from the Airport unless he possesses all licenses, certificates and authorizations required by these standards and the appropriate governmental authorities with jurisdiction over such operations.

C-32: MAINTENANCE OF LEASED AREAS

Each lessee of land or facilities on the airport shall keep his/her leased area and facilities neatly trimmed, clean, freshly painted where appropriate, free from hazards to life, limb, or property; free from junk and debris, and as aesthetically pleasing as feasible. Additionally, In accordance with FAA Airport Utilization Policy and lease agreements lessee shall use the Premises to hangar airworthy or operational aircraft, along with any necessary aircraft ground handling equipment and tools associated to support such aircraft, owned by or exclusively leased to Tenant and authorized for storage in the Premises based at the Perry-Houston County Airport. Landlord may allow for maintenance, repair or refurbishment of un-airworthy aircraft, amateur-built or kit-build aircraft in the hangar provided there is an established and accepted time frame to completion filed with the Landlord with measurable milestone for completion (25%-50%-75% completed). No dangerous or hazardous materials shall be kept on the premises, except in compliance with the City Of Perry fire code. The parties agree that if there is a dispute in this regard, Landlord shall have the absolute right to decide and to approve or disapprove any use by Tenant or subtenants.

C-33: T-HANGAR WAITING LIST

A hangar waiting list will be maintained for prospective tenants that complete a hangar waiting list application. Priority of assignment will be based on date of receipt of a completed application in order of receipt. The Perry-Houston County Airport Authority shall have the exclusive rights to assign hangar space to individuals or partnership organizations. The Perry-Houston County Airport Authority may designate plenary authority to the Airport Manager to maintain and manage the list described in this subsection. The Perry-Houston County Airport Authority shall have discretionary and final authority to review, alter or change any assignment of hangar space under this subsection.

C-34: PROTECTED SURFACES ON AIRPORT

No aircraft or other vehicle will be parked or left unattended, or any object/structure placed, built, or suffered to remain (a) within 100 feet of the centerline of any surface used as a taxiway (b) within 250 feet of the centerline of any runway, or (c) at any point on the Airport where the object would protrude through any area prescribed as obstruction-free by Federal Aviation Regulations (FAR Part 17).

C-35: UNIFORMITY OF RATES AND CHARGES

All rates and charges imposed by the Authority upon any operator or user, or by any Commercial Operator, upon users of or other operators on the Airport, shall be uniformly applicable to all other such operators/users which make the same or similar use of the Airport facility; provided, however, that nothing herein shall prevent granting of quantity discounts, so long as such discounts are granted on a nondiscriminatory basis.

C-36: RECORDS REQUIRED

Each person operating on the Airport having a duty to pay sums to or receive compensations from the Authority shall keep records and books of account (on the operation of or related to the Airport) sufficient to accurately account for all sums due to the Authority. Said records and books shall be open to examination by the Airport Manager or Designated Auditor or his authorized representative.

C-37: SURFACE VEHICLES ON AIRPORT

Except to the extent needed to service or load aircraft, no private or commercial vehicle shall be driven or parked on any area, other than those designated as roads or auto parking areas unless prior authorization has been obtained from the Airport Manager.

C-38: WEIGHT LIMITS FOR SURFACE VEHICLES

No surface vehicle with single axle loading of more than 12,500 pounds is allowed on any paved or treated aircraft movement area or aircraft parking area. No surface vehicle over 30,000 lbs is allowed on any paved surface without the permission of the Airport Manager.

C-39: USE OF LAND WITHIN THE AIRPORT

Property within the Airport may be used only for aeronautical-related purposes, provided, however, with Authority agreement, that nothing herein shall prohibit a secondary non-aeronautical use of such land if the primary aeronautical use in other areas is not interfered with, if FAA specifically authorizes such secondary uses, if such secondary use will benefit the Airport or contribute to its maintenance or development and if such use will also be deemed to benefit the Airport if it benefits the community in attracting aircraft and industry to the area.

C-40: VEHICLES IN AIR OPERATION AREAS FORBIDDEN

No person shall take or drive an automobile or other vehicle anywhere on the runway, taxiways or ramp areas unless prior authorization has been obtained from the Airport Manager. Vehicles may be driven on the taxi ways leading to individual t-hangars.

SECTION D: FEES DUE AUTHORITY

D-1: TIE DOWN FEES

No person, other than the Authority, may charge, or collect any aircraft tie-down or parking fees, unless he is a GFBO or SFBO and has leased the tie-down area for their purposes from the Authority.

D-2: FEES DUE FROM OPERATORS AT/ON AIRPORT

The following shall be due and payable to the Authority on the tenth day of each calendar month for charges incurred during the previous month:

- a. Sums due under any lease of property on the Airport.
- b. Sums due under any agreement granting operating rights at or from the Airport.
- c. From each Operator on the Airport, a flowage rate, determined by The Authority, for each gallon of fuel flowed.
- d. From each GFBO or SFBO who leases space on the Airport, a sum equal to a rate calculation specified by the Authority.
- e. From any scheduled passenger/freight airlines using the Airport, such facility fees as may henceforth be established by the Authority.

SECTION E: FUELING ON AIRPORT

E-1: COMMERCIAL FUELING OF AIRCRAFT AND SERVICE VEHICLES

Except as specifically authorized hereinafter, no person may sell or provide for hire on the Airport – fuel, lubricants or related services to aircraft or service vehicles, unless he is designated by the Authority as a GFBO or SFBO.

E-2: NON-COMMERCIAL FUELING OPERATIONS

Owners of aircraft shall be permitted to fuel their own aircraft, provided:

- a. A permit is obtained from the Airport Manager.
- b. The Owner provides evidence to the Airport Manager that the owner carries liability insurance by a licensed insurer covering all fueling operations with combined single limit coverage not less than \$1,000,000 for each incident.
- c. Refueling is conducted only while aircraft are outside hangars or other buildings.
- d. Fire extinguishers, rated for flammable liquid fires and of a minimum size specified by local ordinance are immediately available during refueling.

- e. The owner has promptly paid to the Authority applicable fuel flowage fees prescribed in paragraph D-2 (c).
- f. The owner performs such refueling himself or with his employees or direct agents.
- g. Transport and storage of fuel is in compliance with Federal and GDOT standards.

E-3: FUELING AND FUEL CONTAINERS

No aircraft shall be fueled with passengers inside. All passengers must exit the aircraft before fueling operations will begin.

No AvGas 100LL will be dispensed into unapproved fuel containers and in no case will it be dispensed into a polypropylene container such as the Lowes 5-gallon buckets. AvGas is for aviation aircraft only and will not be sold to individuals for Motor Bikes, ATV, or as a substitute for racing fuel.

E-4: Defueling Aircraft

Only Aviation fuel approved containers (No plastic polypropylene containers or plastic funnels) will be used, such as metal gas cans or red Polyurethane gas cans. Defueling aircraft must be done outside of the closed T-hangar. Efforts should be made (especially with high wing aircraft) to position the receiving fuel can as close to the defueling port as possible to reduce the distance fuel will fall

SECTION F: LIMITATIONS ON LEASES

F-1: EXCLUSIVE RIGHTS

No person may be granted exclusive rights or enter into a lease or agreement that can be construed as having the intent to grant exclusive rights prohibited by Section 308(a) of the Federal Aviation Act of 1958. Determination of the existence of a prohibited exclusive right shall be made by the Federal Aviation Administration (FAA), in its sole discretion. If FAA determines any provision of a written instrument or a practice constitutes a grant of a prohibitive exclusive right, such provision or grant shall be deemed null and void for all purposes.

F-2: LEASE CHARGES/ESCALATION CLAUSES

Airport land and facility leases should follow terms of the lease as set forth by the Authority. The leases should be construed to uniformly apply to all likekind lessees. Each lease on Airport property shall be deemed to contain an automatic escalation clause based on the current Consumer Price Index and resultant adjusted to lease payments due each October of the lease. The CPI will be measured at the end of each fiscal year and used by the Authority to determine hangar rental increases for the next fiscal year. Approved increases will become effective October of the present fiscal year. The Airport Authority reserves the right to round up or down to the nearest whole \$5 or \$10 increment. (Example: The CPI indicates a 1.73% increase. Based on a 200.00 monthly payment the payment would increase to \$203.46. The board could increase rent to \$205.00.) The last fiscal year of an increase becomes the base year for the following fiscal year determination.

F-3: LEASES/OPERATING RIGHTS NONTRANSFERABLE

Leases are not transferable without express consent of the Authority.

F-4: LEASE CANCELLATION/REDUCTION IN SCOPE

Land and facilities leased on the Airport must be utilized in a timely, effective and reasonable manner for the purposes agreed. Any lessee of land or facilities on the Airport must develop the facilities, make them operational, and utilize the facility for the purposes leased, within one calendar year of the lease agreement date, and continue such use during the entire lease term. Total Cancellation: If Lessee fails to develop, utilize and maintain the leased premises as required above, the Authority may unilaterally cancel the lease, and offer the tract for lease to others. Partial Cancellation: After one calendar year of using only part of the leased premises, the Authority may lease the unused portion to others, and reduce the prior-leased premises to the area being actually used, provided, however, that in no event (except where lease is totally canceled) will a GFBO's or an SFBO's lease be reduced below the minimum area required for such operators.

F-5: SHORT-TERM HANGAR LEASES

Leases of hangar spaces owned by the Authority will be evidenced by written lease agreements for an initial term of not less than 12 months. The form of lease agreements, terms and rental rates shall be prescribed by the Authority, and applied uniformly to all tenants.

F-6: REVOCATION OF LEASES

The Authority, in its sole discretion, shall have the right to terminate any lease, license, or agreement authorizing any person to conduct activity or provide services, and may revoke any lease on land or facilities on the Airport for any cause or reason provided under these standards or by law and, including, but not limited to the following occurrences:

- a. Filing of a petition of voluntary or involuntary bankruptcy by the operator.
- b. The making by the person of any general assignment for the benefit of creditors.
- c. The failure to conduct any service, operation, or activity which the lessee or person has agreed to provide under the terms of his contract.
- d. The failure of a person to promptly pay to the Authority, when due, all rents, charges, fees, or other payments which are payable to the owner in accordance with applicable leases or otherwise due hereunder. The failure of the person to remedy any default or breach of these standards by him or his employees within 30 days after notice from the Airport Manager.
- e. Violation by lessee of the rules and regulations or failure of lessee to maintain current FAA licenses required for lessee's operation.
- f. Lessee's furnishing the Authority with false or misleading information, or misrepresentation of any material fact of lessee's application or documents or in statements made to or before representatives of the Authority, or failure to make full disclosure of financial statements required in Section C, paragraph 36 of these standards or other required documents.
- g. Operation by lessee or employees or agents of lessee of an aircraft or any other equipment in a dangerous, reckless or hazardous manner, which could endanger public safety.

F-7: ACCEPTANCE OF STANDARDS

All lease contracts entered into by the Authority will include an agreement that tenants will fully comply with the current Minimum Standards of the Airport.

SECTION G: COMMERCIAL OPERATORS

G-1: COMMERCIAL OPERATORS-GENERAL

No person engaging in the following activities, unless specifically authorized by the Authority, may conduct operations or provide for compensation any goods, services, or

equipment on the Airport for more than 15 days out of a calendar year unless he is designated by the Authority as a GFBO or SFBO:

- a. Scheduled air passenger and/or freight service
- b. Air tours and/or sightseeing flights
- c. Banner towing and/or aerial advertising
- d. Parachute activities
- e. Glider/motorized glider towing
- f. Major and minor airframe, powerplant and accessory maintenance repair and modifications
- g. Aircraft avionics installation/modification/repair
- h. Flight instruction for any pilot ratings, including ground schools, currency training, biennial flight reviews, etc.
- i. Aircraft rental
- j. Aircraft sales
- k. Aerial photography
- l. Air ambulance
- m. Aerial application
- n. Covered and uncovered aircraft parking and storage
- o. Air charter services
- p. Selling and/or dispensing aviation fuels
- q. Aircraft painting
- r. Aircraft washing/waxing
- s. Any other aeronautically-related service not mention herein

G-2: COMMERCIAL OPERATORS-SELECTION OF

Where the Authority has more than one fully qualified applicant simultaneously applying for a lease of the same land and/or facilities on the Airport, for commercial operations on the Airport, the Authority shall, in its sole discretion, determine which applicant will be granted a lease on the tract or facility, by reviewing the proposals, qualifications, reputation and experience of the applicants, and selecting the applicant it determines to be more beneficial to the Airport.

G-3: SCHEDULED AIR CARRIERS-AIR-TAXI SERVICE

The Authority reserves the right to negotiate and contract directly with any prospective provider of scheduled air passenger or scheduled airfreight service at the Airport. Procedures for obtaining privileges to provide such scheduled service shall be the same as those for SFBO's. (see Par. G-7)

G-4: GENERAL FIXED-BASE OPERATOR (GFBO)

As used herein, "GFBO", or General Fixed-Base Operator, shall mean a primary Commercial Operator, authorized to do business or to provide goods or services for compensation on the Airport, and who, unless otherwise approved by the Authority, meets at least the following minimum requirements:

- a. Lease an area on the Airport large enough to maintain a facility to conduct operations per the Authority.
- b. Within 45 days of lease agreement date, the GFBO must commence development of a fully equipped and operational facility required under these Standards, and complete the facility within one calendar year days of lease agreement date. Upon failure by the GFBO to complete these requirements, the Authority may, at its discretion, cancel the prior lease and lease the premises to others.
- c. Unless otherwise stipulated by the Authority, keeps appropriate facilities open to the public at least from 8:00 AM through 6:00 PM, seven (7) days each week.
- d. Capable of providing fueling services, with at least one person on duty at all times from 8:00 AM through 6:00 PM, 7 days a week; provide starting aid as well as airframe and powerplant maintenance to aircraft and/or service vehicles on the Airport;
- e. Provides a public telephone, for the use by visitors.
- f. Provides, at a prominent and highly visible location on or in front of the hangar/pilot lounge, a fire extinguisher of at least the capacity required under local fire codes for fighting fuel fires in/on/around aircraft normally using Airport.
- g. Makes reasonably available at least one FAA-certified flight instructor for pilot ground school, flight training, or check flights, and promptly and courteously provides (at reasonable and competitive rates) flight instruction sufficient for students to earn the single-engine, private pilot (VFR) rating within a reasonable period of time.
- h. Makes available for rent to qualified pilots, at least two single-engine airplanes, at least one of which is 4-place and IFR-equipped, and both of which must be based at the Airport and kept properly certified, airworthy and in good mechanical condition, including paint.

- i. Maintains liability insurance, protecting both the GFBO and the Authority, as additional insured, with a combined single limit of no less than \$1 million per incident.
- j. Leases space for and provides properly equipped tie-down locations for all GFBO owned/operated aircraft, all aircraft being serviced by the GFBO, plus at least four visiting aircraft.
- k. Makes provisions for employees that service and refuel aircraft to receive instruction and training regarding fire and safety.

G-5: REQUIREMENTS AND PROCEDURES FOR OBTAINING GFBO PRIVILEGES

Procedure: A person desiring to establish operations on the Airport shall submit a letter to the Authority

- a. Reciting his qualifications under these Standards;
- b. Identifying the area or facilities desired for lease and specific plans for development thereof;
- c. Commit to continuously comply with all provisions of these standards.

G-6: SPECIALITY FIXED-BASE OPERATOR (SFBO)

A Specialty Fixed Base Operator (SFBO) is a person, other than a GFBO, who provides for compensation goods, services or facilities on the Airport. An SFBO may conduct ***no more than two*** of the following activities; otherwise, he must qualify as a GFBO, and meet all applicable requirements for a GFBO:

- a. Scheduled air passenger and/or freight service
- b. Air tours and/or sightseeing flights
- c. Banner towing and/or aerial advertising
- d. Parachute activities
- e. Glider/Motorized Glider towing
- f. Major and minor airframe, powerplant and accessory maintenance repair and modifications
- g. Aircraft avionics installation/modification/repair
- h. Flight instruction for any pilot ratings, including ground schools, currency training, biennial flight reviews, etc.
- i. Aircraft rental
- j. Aircraft sales
- k. Aerial photography
- l. Air ambulance

- m. Aerial application
- n. Covered and uncovered aircraft parking and storage
- o. Air charter services
- p. Selling and/or dispensing aviation fuels
- q. Aircraft painting
- r. Aircraft washing/waxing
- s. Any other aeronautically-related service not mentioned herein

The Authority may grant SFBO privileges to applicants who meet the following requirements:

- a. Pays applicable SFBO fee as determined by the Authority. The SFBO fee may be waived if the following conditions are met by the applicant:
 - i. Leases space from the Airport Authority or;
 - ii. Operates out of space leased by and under agreement with one of the GFBO's operating on the Airport
- b. If other than a scheduled air passenger/freight carrier, either purchases fuel from a GFBO on the Airport, or pays to the Authority the required fuel flowage fee;
- c. To the extent applicable to the SFBO operation, provides the same types and amounts of insurance coverage as required of GFBO's for the same type of services delivered;
- d. Meets all other requirements of these Standards.

G-7: PROCEDURE FOR OBTAINING SFBO PRIVILEGES

A person desiring to operate as an SFBO on the Airport shall first make written application to the Authority:

- a. His qualifications as a SFBO under these Standards
- b. His commitment to continually comply with all existing requirements for an SFBO and other requirements set out in these Standards.

G-8: THROUGH-THE-FENCE COMMERCIAL OPERATORS

No person owning or leasing land contiguous to the Airport may be allowed through-the-fence access to this Airport and its aeronautical facilities per current FAA rules and regulations.

SECTION H: NON-COMMERCIAL OPERATORS

H-1: FLYING CLUBS/COOPERATIVE AND/OR PARTNERSHIP OWNERSHIP OF AIRCRAFT

Flying clubs, cooperative or partnership/operation of aircraft based on the Airport are authorized under the following conditions:

- a. The flying club, association, partnership, or corporation is composed only of natural persons, and is organized on a not-for-profit or solely costs-sharing basis.
- b. The flying club, association, partnership, or corporation has ownership or has at least a 12-month leasehold interest in aircraft based on the Airport;
- c. The flying club, association, partnership, or corporation provides and maintains liability insurance, with the Authority as additional insured, with combined single limit coverage of at least \$1,000,000 per incident;
- d. The flying club, association, partnership, or corporation leases, rents, or otherwise provides on the Airport, hangar space or tie-down space for each aircraft it operates on the Airport;
- e. Flight instruction is provided only to its members;
- f. The flying club, association, partnership, or corporation registers with the Airport Manager on the first business day of each year, and duly updated, and provides documentation of the required liability insurance policy, a listing (with "N" numbers) of aircraft based or used by the organization at the Airport, and a list of all members authorized to operate such aircraft;
- g. The flying club, association, partnership, or corporation and all members thereof otherwise operate in accordance with applicable federal and state laws and regulations and these Standards;
- h. The flying club, association, partnership, or corporation will provide for an annual review of their books and financial records by the Authority's Auditor of their books, to document compliance with their non-profit status.

H-2: REQUESTING HANGAR-TIE DOWN SPACE:

When applying to lease and open and closed hangar when such space is not currently available an individual will be required to complete a Hangar Application/Waiting List Memorandum. The Memorandum will be maintained on file and the individual will be placed on a waiting list based on the date of the memorandum. Once a hangar becomes available the next person (by date signed) on the list will be offered the hangar.

Hangars will only be rented to individual who have an airworthy aircraft ready to occupy the hangar or who will have an airworthy aircraft ready to occupy within 30 days of signing the lease.

Priority for hangars will first go to individuals that will occupy the hangar with a PXE based aircraft. Transit individuals wanting to lease a hangar full time will be placed on the list behind PXE based aircraft.

H-3: PROCEDURE FOR OBTAINING NON-COMMERCIAL CONSTRUCTION PRIVILEGES

A person desiring to construct a hangar for non-commercial use must apply to the Authority for sites which may be available, provided that the proposed land use is compatible with the FAA approved Airport Layout Plan and the Airport Development Plan. The Authority may not grant or permit such a lease unless applicant carries liability insurance protecting the Authority as additional insured, with combined single limit coverage of at least \$1 million per incident and comply with C-30 of these Standards. Applicant agrees to transfer to the Authority full title to any hangar constructed, no later than 35 years after such hangar is constructed, and pays to owner the required lease agreement during those years for the land needed therefore

H-4: THROUGH-THE-FENCE NON-COMMERCIAL OPERATORS

No person owning, leasing or operating from land contiguous to the Airport, may, even for his own private use, be allowed through-the-fence access to this Airport and its aeronautical facilities per FAA Standards.

H-5: INSURANCE REQUIREMENTS FOR NON-COMMERCIAL OPERATORS

Any Non-Commercial Operator, based on the Airport, provides and maintains liability insurance with combined single limit coverage of at least \$1,000,000 per incident.

SECTION J: CORPORATE OPERATORS

J-1: CORPORATE OPERATOR

A Corporate Operator is a person who leases property from the Authority; operates for compensation or hire on the Airport but does not provide services or goods to others on the Airport for compensation or hire.

Requirements and procedure for obtaining Corporate Operator privileges:

A person or corporation desiring to operate their own hangar on the Airport, shall submit to the Authority the following:

- a. A letter reciting all particulars identifying and describing the applicant and his business;

- b. Identifying the tract(s) and facilities desired for lease;
- c. Describe the desired or type of intended hangar structure

J-2: FAA CERTIFICATION AND PILOT CERTIFICATE REQUIRED TO USE AIRPORT

No person not properly certified by the Federal Aviation Administration, and no aircraft not similarly certified or authorized to operate in the United States, shall be permitted to operate on the airport. This prohibition does not apply to aircraft belonging to the government of the United States, any state, county or local government or to any of a foreign country operated under permission of the U. S. Government or to ultra-lights that don't require any certification and are self-regulated. (see part 103 FAR's)

The terms of the lease will be negotiated with the Authority with the understanding that, if construction is required, the Operator will be responsible for construction and paving for property access. The Authority may or may not agree to construct a taxiway to the Operator's ramp. The ramp area immediately in front of the Operator's hangar must be built to specifications furnished by consulting engineers employed by the Authority. The minimum size of building, which must be provided by an Operator, is 4,800 square feet, and all buildings must be set back at least 20 feet from lot boundaries.

SECTION K: FIRE SAFETY REGULATIONS

K-1: FIRE PREVENTION

Every person using the Airport or its facilities shall use caution to prevent fire. The Airport Manager shall make routine safety inspections to ensure fire safety precautions of any building managed by the Authority.

K-2: ENGINE OFF WHILE FUELING OR DRAINING

Unless prior hot fueling has been authorized by the Airport Manager, aircraft shall not be fueled or drained of fuel while its engine is running, or while in a hangar or other enclosure. Fueling shall be conducted only while adequate grounding connections to the aircraft are maintained before and continuously during fueling operations.

K-3: COMPRESSED FLAMMABLE GAS STORAGE

No cylinders or containers of compressed flammable gas shall be kept or stored on the Airport, except at a place designated by the Airport Manager.

K-4: CLEANING ENGINES

The cleaning of engines and other aircraft parts shall comply with local and state fire safety codes.

K-5: NO SMOKING

No person shall smoke or ignite any match or cigarette lighter in any Authority hangar or building, in which smoking is not specifically authorized by the Airport Manager.

K-6: HANGAR ENTRANCES KEPT UNOBSTRUCTED

Ramp space at Authority hangar entrances must be kept clear at all times. Aircraft or other vehicles must not be parked so as to block ingress and egress to hangars, taxiways or other parking spaces.

K-7: OIL KEPT FROM FLOORS

Authority hangar floors shall be kept clean and free from oil and fuel, and volatile flammable solvents shall not be used for cleaning floors.

K-8: ENGINE RUN-UP /SHUT-DOWN

Aircraft engine operations inside hangar prohibited. Propwash should not be directed towards any hangar doors.

SECTION L: PENALTIES

L-1: NON-COMPLIANCE WITH STANDARDS

Any person operating or handling aircraft in violation of these Standards, or refusing to comply herewith, may be removed from the Airport, or temporarily denied use privileges by the Airport Manager; until remedial action is determined by the Authority. Upon the order of the Authority, violators may be denied further use of the Airport and its facilities for such length of time as may be determined by the Authority.

L-2: PROPERTY DESTROYED OR DAMAGED

Any person responsible for damage or destruction of Airport property shall be responsible for repairs, replacement or compensation of the damaged or destroyed property, at their sole expense.