



Rowan County
Mid-Carolina Regional Airport
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General Aviation Minimum Standards

Rowan County

Mid-Carolina Regional Airport (RUQ)

March 6, 2023

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1. INTRODUCTION

1.1. Purpose

The purpose of these General Aviation Minimum Standards (Minimum Standards) is to encourage and promote: (a) the consistent provision of high quality Commercial General Aviation Aeronautical Activities (Activities) at the Mid-Carolina Regional Airport (Airport); (b) the orderly development of General Aviation land and high quality General Aviation Improvements at the Airport; (c) the safety, security, and efficiency at the Airport, and (d) the economic health of General Aviation Operators at the Airport.

These Minimum Standards specify the standards and requirements which must be complied with by any entity desiring to engage in Activities at the Airport. Throughout these Minimum Standards, the words "standards" or "requirements" shall be understood to be modified by the word "minimum" except where explicitly stated otherwise. Any required determinations, interpretations, or judgments regarding what constitutes an acceptable standard or requirement, or regarding compliance with such standard or requirement, shall be made by the County.

1.2. PMCD General Provisions

These Minimum Standards incorporate, by reference, the Primary Management and Compliance Documents (PMCDs) General Provisions set forth in Appendix A of the Rules and Regulations.

1.3. PMCD Definitions

These Minimum Standards incorporate, by reference the defined words and acronyms identified in Appendix B – Definitions and Acronyms of the Rules and Regulations and are capitalized whenever used in these Minimum Standards. Words or acronyms that are not defined or identified shall be construed consistent with common meaning or as generally understood throughout the aviation industry.

1.4. Exclusive Rights

Granting rights or privileges to engage in Activities shall not be construed in any manner as affording any entity an Exclusive Right, other than the exclusive use of the land and/or Improvements that may be leased to an entity and then only to the extent provided in an Agreement in accordance with the Airport Sponsor Assurances (Assurances) given to the federal and/or state government by the County as a condition to receiving federal and/or state funds.

The presence of only one Operator engaged in a particular Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the County not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the County should neither expect nor request that other entities be excluded who also desire to engage in the same or similar Activities and are willing to meet these Minimum Standards.

The opportunity to engage in Activities shall be made available to those entities willing and able to comply with these Minimum Standards and as land and Improvements may be available at the Airport to support such Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the County and the public, as determined by the County in its sole discretion.

The County has elected to exercise its proprietary Exclusive Right, consistent with and as allowed by the Assurances, to provide certain Activities directly with the County's Employees, vehicles, Equipment, and resources. These Activities currently include the provision of Fixed Base Operator (FBO) services (Commercial aviation fuels, passenger and crew services, and aircraft storage including leasing and subleasing of hangars).

1.5. Pioneering Period

When specific Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the County 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).

1.6. Applicability

Unless provided for herein or within an Agreement, no entity shall be allowed to engage in Activities at the Airport under conditions that do not comply with these Minimum Standards, unless an exemption or variance has been approved by the County consistent with Appendix A-19 of the Rules and Regulations.

New Operators and Agreements – These Minimum Standards shall apply to any new Operator desirous of engaging in Activities at the Airport and new Agreements (with new or existing Operator's) relating to the leasing and/or occupancy of land or Improvements for the purposes of engaging in Activities.

- Any entity currently engaging in Activities without an Agreement shall have six months from the date of adoption, to comply with these Minimum Standards.

Existing Operators and Agreements – These Minimum Standards shall not apply to any Agreement or amendment thereto properly executed prior to the date of adoption of these Minimum Standards except as provided for in such Agreement, in which case, these Minimum Standards shall apply to the extent permitted by such Agreement.

- If an existing Operator desires, under the terms of an existing Agreement, to engage in additional Activities, the existing Operator shall comply with these Minimum Standards.
- These Minimum Standards shall not be deemed to modify any existing Agreement under which an Operator is required to exceed these Minimum Standards nor prohibit the County from entering into or enforcing an Agreement or amendment thereto that requires an Operator to exceed these Minimum Standards.

1.7. Amendments

If these Minimum Standards are amended after an Operator enters into an Agreement, Operator shall not be required to comply with the amended Minimum Standards, except as provided for in Operator's Agreement or until:

- such time as Operator's existing Agreement is amended,
- the County approves an assignment of Operator's Agreement to another entity, or
- Operator enters into a new Agreement with the County.

2. GENERAL REQUIREMENTS

2.1. Introduction

Operator engaging in Activities at the Airport shall comply with or exceed the standards and requirements of this section as well as the minimum standards applicable to each Activity, as set forth in subsequent sections.

2.2. Experience/Capability

Operator shall, in the judgment of the County, demonstrate before and throughout the term of the Agreement the following:

- the capability of consistently providing the required Commercial General Aviation products, services, and facilities and engaging in the required 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, and
- the financial wherewithal and technical capability of paying all rents, fees, or other charges owed the County; 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.

2.3. Agreement

Entity shall not engage in Activities at the Airport without an Agreement authorizing such Activities. Agreement shall not reduce or limit Operator's obligations with respect to complying with these Minimum Standards.

2.4. Payment of Rents, Fees, and Charges

Operator shall pay the rents, fees, or other charges on time, as specified by the County for engaging in Activities. The County may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the County by any legal means available to the County under any Agreement and as provided by Legal Requirements.

2.5. Leased Premises

Operator shall lease Contiguous land and/or lease, construct, or have immediate access to Improvements for the Activities as required in these Minimum Standards.

Approval – Construction of any Improvements must be approved in advance by the County, in accordance with the County's requirements, and any Agency having jurisdiction.

Contiguous Land – Improvements including Ramp, 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.

Ramp/Paved Tiedowns – Ramp associated with hangars shall be no less than 125% 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. Ramp (including paved Tiedowns) must be:

- contiguous and separated by no more than a Taxilane which allows entity to taxi or tow aircraft without traversing a Taxiway or public roadway;
- of adequate size and weight bearing capacity to accommodate the movement, staging, and parking of the largest aircraft currently and/or anticipated to utilize the Operator's Leased Premises;

- able to accommodate the Operator’s aircraft fleet; and
- located so as to provide unimpeded movement of aircraft in and out of other facilities and/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.

Hangars – Hangars identified throughout these Minimum Standards shall meet the following minimum door height and door width (in feet) requirements (for the type of aircraft being serviced), unless otherwise stipulated in these Minimum Standards.

	Door Height	Door Width
Single-engine piston	12	45
Multi-engine piston	14	60
Turboprop	16	60
Turbojet	24	100

Self-Service Maintenance – The following minimum standards are for Operators engaged in Self-Service maintenance on aircraft owned, leased, and/or operated by (under the full and exclusive control of) Operator. If Operator provides Aircraft Maintenance on other aircraft, Operator shall comply Section 3 *Aircraft Maintenance Operator (SASO)* of these Minimum Standards.

Leased Premises (square feet)	Standard	Notes
Maintenance area	360	Shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts and Equipment.
Hangar	3,600	Shall be at least equal to the square footage stipulated or large enough to accommodate the largest aircraft maintained by the Operator, whichever is greater.

2.6. Airport Sponsor Assurances

To ensure County compliance with the Assurances, Operator shall (1) provide products, services, and facilities on a reasonable, and not unjustly discriminatory, basis to all Airport users and (2) charge reasonable, and not unjustly discriminatory, prices for each product, service, or facility.

Operator may provide reasonable discounts, rebates, or other similar types of price reductions based on the type, kind, or class of Airport user. 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 County, Operator shall submit a schedule of product, service, and facility pricing within 14 calendar days. In addition to identifying the Operator’s product, service, and facility pricing, the schedule shall identify any discounts, rebates, or other similar types of price reductions offered by Operator.

2.7. Licenses, Permits, Certifications, and Ratings

Prior to engaging in Activities at the Airport, Operator and Operator’s employees shall obtain and comply with, at Operator’s or employee’s sole cost and expense, all necessary licenses, permits, certifications, and/or ratings required for the provision of Operator’s Activities as required by the County or any other duly authorized Agency having jurisdiction prior to engaging in Activities at the Airport.

- Operator shall keep in effect and post in a prominent place, readily accessible and/or visible to the general 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 County within 14 calendar days.

Entities engaged in Activities defined herein shall obtain a Commercial Operator Permit (Permit) as outlined in Section 13 of these Minimum Standards prior to engaging in Activities.

Entities not based at the Airport and conducting occasional Activities at the Airport including, but not limited to, aircraft charter, flight training, and aerial photography, are not required to obtain a Permit unless further required by these Minimum Standards.

2.8. Employees

Operator shall employ and designate a qualified, experienced, and professional on-site manager who shall be fully responsible for the day-to-day management of Operator's Activities, Employees, and Leased Premises.

- The designated person shall have experience managing similar Activities.
- Operator shall give due consideration to notification from the County of dissatisfaction with the designated person's performance and shall take all reasonable action to eliminate the cause of such dissatisfaction.

During Operator's hours of Activities, a qualified, experienced, and professional on-site supervisor(s) shall be Readily Available and authorized to represent and act on Operator's behalf with respect to Operator's Activities. It shall be the responsibility of Operator to maintain close supervision over Operator's employees to ensure high quality products, services, and facilities are consistently provided in a safe, secure, efficient, courteous, prompt, and professional manner.

Operator shall have in its employ, on duty, and be immediately available during hours of Activities, properly trained and qualified Employees in such numbers as are required to comply with these Minimum Standards and to meet the reasonable demands of customers for each of the Operator's Activities. Operator shall control the conduct, demeanor, and appearance of Operator's employees.

2.9. Aircraft, Equipment, and Vehicles

Aircraft, Equipment, and vehicles required in these Minimum Standards must be fully operational, in compliance with applicable Legal Requirements, and available at all times and capable of providing all required products and services in a manner consistent with the intended use. Aircraft, Equipment, and vehicles 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:

- appropriate measures are being taken to return the aircraft, Equipment, or vehicle to service as soon as possible and
- fully operational back-up aircraft, Equipment, or vehicle is available within a reasonable period of time to provide the required product or service.

2.10. Hours

Operator's hours that products, services, and facilities are available and contact information for after-hours services shall be clearly posted in public view using appropriate and professional signage. Unless otherwise stated in these Minimum Standards, Operator's Activities shall be continuously offered and available to meet reasonable demand of customers for a minimum of eight hours per day between the hours of 6:00 a.m. to 6:00 p.m. Monday through Friday excluding holidays or as otherwise specified in an Agreement.

Unless otherwise stated in these Minimum Standards, Operator's Activities shall be available all other times (after-hours), on-call, with response time not to exceed one hour.

2.11. Security

Operator shall designate a responsible person for the coordination of all security procedures and communications and provide point-of-contact information to the County including the name 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 the County for review no later than 30 calendar days before Operator is scheduled to commence Activities and it shall be resubmitted any time changes are made.

Operator must comply with applicable reporting requirements as established by the County, FAA, TSA, and any other Agencies.

2.12. 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:

- The insurance company(ies) underwriting the required policies shall be authorized to write such insurance in the State of North Carolina (with a Best rating of A or above) or be approved in writing by the County.
- 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 County at least 30 calendar days before Operator is scheduled to commence Activities.
- The County reserves the right to require more or different types of insurance coverage based on entity's individual risks or exposures associated with Operator's Activities.

GENERAL REQUIREMENTS

Mid-Carolina Regional Airport	Aircraft Maintenance Operator	Independent Aircraft Maintenance Operator	Avionics or Instrument Maintenance Operator	Aircraft Rental or Flight Training Operator	Independent Flight Training Operator	Aircraft Charter or Aircraft Management Operator	Other Commercial Aeronautical Activities	Temporary Specialized Aviation Service Operator
COMMERCIAL GENERAL LIABILITY (Combined Single Limit)								
Each Occurrence	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Unlicensed Vehicles	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
BUSINESS AUTOMOBILE LIABILITY (Combined Single Limit, Each Occurrence) *								
Non-Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Movement Area	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
HANGAR KEEPER'S LEGAL LIABILITY (Largest Aircraft Accommodated) **								
Each Aircraft	\$1,000,000		\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000	\$1,000,000
Each Occurrence	\$1,000,000		\$1,000,000	\$1,000,000		\$1,000,000	\$1,000,000	\$1,000,000
AIRCRAFT AND PASSENGER LIABILITY (Each Occurrence)								
SE Piston				\$1,000,000/\$100,000 sub limit per person			As required	As required
ME Piston				\$1,000,000/\$100,000 sub limit per person			As required	As required
Turboprop				\$5,000,000/\$250,000 sub limit per person			As required	As required
Turbojet/Group I				\$5,000,000/\$250,000 sub limit per person			As required	As required
Turbojet/Group II				\$10,000,000	\$10,000,000	\$10,000,000	As required	As required
Turbojet/Group III ***				\$10,000,000	\$10,000,000	\$10,000,000	As required	As required
Student and Renters				\$100,000	\$100,000			
ENVIRONMENTAL LIABILITY (Combined Single Limit)								
	\$1,000,000	\$1,000,000						
WORKER'S COMPENSATION								
Limits Based Upon Statutory Requirements								

* If entity operates any vehicle(s)

** Required for Operators possessing the care, custody, and control of non-owned Aircraft

*** Includes Aircraft Design Group IV, Group V, and Group VI

- 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 County.

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.

- “County and/or the Board of Commissioners (Board), individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers are to be covered as additional insured with respect to: liability arising out of activities performed by or on behalf of entity; premises owned, leased, occupied, or used by entity; 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 County.”
- “Such insurance, as to the interest of the County 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 County and/or the Board, 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.”
- “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 cancellation for non-payment of premium, by certified mail, return receipt requested, has been given to County.”

Companies issuing required insurance policies shall have no recourse against the County 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 County upon execution of any Agreement, or when approval is given by the County to conduct Activities. Thereafter, Operator shall provide certificates of insurance to the County every 12 months. In addition, Operator shall furnish a certificate of insurance if any change (e.g., changing underwriters, coverages, or amounts) occurs.

2.13. Indemnification and Hold Harmless

Operator shall defend, indemnify, save, protect, and hold harmless the County and the Board of Commissioners (Board), individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers from and against (and reimburse the County and the Board) any and all actual or alleged claims, demands, damages, expenses, costs, fees (including, but not limited to, attorney, accountant, paralegal, expert, and escrow fees), fines, environmental costs, and/or penalties (collectively referred to as costs) which may imposed upon, claimed against or incurred or suffered by the County and the Board and which, in whole or in part, directly or indirectly, arise from or are in any way connected with any of the following, except to the extent resulting from County and the Board's negligence or willful misconduct: (a) any act, omission, or negligence of Operator or Operator's partners, officers, directors, agents, employees, invitees, or contractors; (b) any use or occupation, management, or control of the Operator's Leased Premises, whether or not due to Operator's own act or omission; (c) any condition created in or about the Operator's Leased Premises after the effective date; and (d) any breach, violation, or nonperformance of the Operator's obligations under any Agreement.

In the event a party indemnified hereunder is responsible, in part, for the loss, the indemnitor shall not be relieved of the obligation to indemnify; however, in such a case, liability shall be shared in accordance with the State of North Carolina's principles of comparative fault.

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 defend, indemnify, save, protect, and hold harmless the County and the Board, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers.

Nothing herein shall constitute a waiver of any protection available to the County and the Board's, individually and collectively, and its representatives, officers, officials, employees, agents, and volunteers under the State of North Carolina's governmental immunity act or similar statutory provision.

2.14. Enforcement

In the event an entity fails to comply with these Minimum Standards, the County shall send a written statement of violation to such entity at its last known address. The entity shall have 14 calendar days within which to (a) provide a written statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected or (b) when and how the violation will be corrected. The County, in its sole discretion, has the right to suspend the entity's Activities and/or revoke the entity's privileges at the Airport, as the County deems necessary in order to obtain a correction of the violation. In addition, any such violations shall be considered any time the entity submits an application, seeks permission, or requests approval from the County. The entity shall pay for any costs incurred by the County, including but not limited to, attorney fees, expert witness fees, court costs, and other legal costs, etc.

2.15. Taxes

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges, that may be levied, assessed, or charged by any duly authorized Agency, relating to the Operator's Activities conducted at the Airport.

2.16. Multiple Activities

When Operator engages in more than one Activity at the Airport, the minimum standards and requirements (including the insurance coverages and limits) for the combined Activities shall be established by the County. The minimum standards and requirements for the combined Activities shall not be:

- less than the highest standard or requirement for each element (e.g., land, facilities, employees, vehicles, Equipment, aircraft, etc.) within the combined Activities, or
- greater than the cumulative standards or requirements for all of the combined Activities.

3. AIRCRAFT MAINTENANCE OPERATOR (SASO)

3.1. Introduction

An **Aircraft Maintenance Operator** is engaged in providing Aircraft Maintenance for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

3.2. Leased Premises

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.

Leased Premises (square feet)	Piston	Turbine
Customer, Administrative, and Maintenance area	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
Square feet	1,200	2,000
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
Square feet	500	
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
Square feet	3,600	6,400

3.3. Employees

If Operator is not certificated as a Repair Station (as defined by 14 CFR Part 145), Operator shall, at a minimum, employ the following number of Employees who shall be available during the required hours of activity as follows:

Employees	Standard	Notes
A & P Mechanics	1	An A & P Mechanic may fulfill the responsibilities of the customer service representatives unless the A & P Mechanic is performing duties off the Leased Premises.
Customer Service Representatives	1	

If Operator is not certificated as a Repair Station and is providing annual or phase inspections, one A & P Mechanic shall have Inspection Authorization.

3.4. Equipment

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer’s specifications.

3.5. 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 construed to permit Operator to engage in the sale or dispensing of fuels as this Activity is specifically reserved for to the County.

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

Fueling Reports

On or before the 10th calendar day of the subsequent month, Operator shall: (a) provide a summary report to the County 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 County.

Upon request, records and meters shall be made available for review by the County 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 owing the County, plus interest on the unpaid balance from the date originally due.

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 County 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;
- 14 CFR Part 139, Airport Certification, Section 139.321 "Handling/Storing of Hazardous Substances and Materials"; and
- 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*.

4. AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

4.1. Introduction

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.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

4.2. Leased Premises

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.

Leased premises (square feet)	Standard	Notes
Customer, Administrative, and Maintenance area	1,000	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, storage for aircraft parts and related components, and Equipment.
Customer area		Customer area is a subset of the Customer, Administrative, and Maintenance area
Lessee	500	Shall include space for lounge and restrooms

For Operators performing services beyond benchwork (i.e., removal and replacement services are being performed), the minimum facility requirements are as follows.

Leased Premises (square feet)	SE Piston ME Piston	Turboprop Turbojet
Customer, Administrative, and Maintenance area	Administrative area shall include dedicated space for employee offices, work areas, and storage. Maintenance area shall include dedicated space for employee work areas, shop areas, and storage for aircraft parts, accessories, related components, and Equipment.	
Square feet	1,000	1,750
Customer area	Customer area is a subset of the Customer, Administrative, and Maintenance area and shall include space for lounge and restrooms.	
Square feet	250	250
Hangar	Shall be at least equal to the following square footage for the type of service (as identified above) or large enough to accommodate the largest General Aviation aircraft being serviced, whichever is greater.	
Square feet	3,600	6,400

4.3. Licenses and Certifications

Operator shall be properly certificated by the FAA as a Repair Station. Employees shall be property certificated by the FAA and the Federal Communications Commission, current, and hold the appropriate ratings for the work being performed.

4.4. *Employees*

Operator shall employ the number of Employees as required by the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

4.5. *Equipment*

Operator shall have necessary Equipment for the performance of services being provided in accordance with the manufacturer's specifications and the FAA-approved Repair Station Manual (in accordance with 14 CFR Part 145).

5. AIRCRAFT RENTAL OR FLIGHT TRAINING OPERATOR (SASO)

5.1. Introduction

An **Aircraft Rental Operator** is engaged in the rental of aircraft to the public and a **Flight Training Operator** is engaged in providing flight instruction to the public. These Minimum Standards apply to Operator’s that lease land or Improvements on the Airport.

A person holding a current FAA Flight Instructor certificate who provides occasional flight training to an Aircraft Owner in the Aircraft Owner’s aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

5.2. Leased Premises

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.

Leased Premises (square feet)	Standard	Notes
Customer area	250	Shall include adequate space for customer lounge, class/training rooms, and restrooms.

5.3. Licenses and Certifications

Employees performing aircraft proficiency checks and/or flight training shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided.

Flight Training Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

5.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Customer Service Representatives (CSR)	1	A Flight Instructor may fulfill the responsibilities of the CSR unless the Flight Instructor is performing duties off the Leased Premises.
Flight Training Operators only		
Flight Instructors	1	
Certificated ground school instructors	1	Capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating. May be fulfilled by a properly certified Flight Instructor.

5.5. Equipment

Operator shall have the following number of aircraft available for rental or flight training, as applicable. All aircraft shall be owned, leased, and/or operated by (under the full and exclusive control of) Operator.

Equipment	Standard	Notes
Fixed wing: single-engine	2	One aircraft must be IFR capable and four-place except for Operators solely focused on sport aircraft.

Flight Training Operators shall provide training aids necessary to provide ground school instruction.

5.6. Hours

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following hours:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 6	Holiday hours not required, After-hours by prior arrangement.

5.7. Insurance Disclosure Requirement

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 County.

6. AIRCRAFT CHARTER OR AIRCRAFT MANAGEMENT OPERATOR (SASO)

6.1. Introduction

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.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

6.2. Leased Premises

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.

Leased Premises (square feet)	Standard	Notes
Customer and Administrative area	Administrative area shall include dedicated space for employee offices, work areas, and storage.	
Square feet	500	Shall include adequate space for customer lounge and restrooms

6.3. Licenses and Certifications

Aircraft Charter Operators shall have and provide copies to the County 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/or FAA issued operating certificate(s). Any time certifications or approvals are modified, the updated documentation reflecting the changes shall be provided to the County within three calendar days.

6.4. Employees

If certificated to engage in on-demand common carriage for persons or Property, Aircraft Charter Operator shall employ the number of Employees as required by 14 CFR Part 135. If certificated to engage in private carriage (as defined in 14 CFR Part 125), Aircraft Charter Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Chief Pilot	Yes	A commercial pilot may serve as the chief pilot.
Commercial Pilot(s)	1	
Customer Service Representative (CSR)	1	The chief pilot or a commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

Aircraft Management Operator shall, at a minimum, employ the following number of Employees who shall be available during required hours of activities as follows:

Employees	Standard	Notes
Commercial Pilot(s)	1	If providing pilot services
Customer Service Representative(s)	1	A commercial pilot may fulfill the responsibilities of the customer service representative unless the chief pilot or the commercial pilot is performing duties off the Leased Premises.

6.5. Equipment

Aircraft Charter 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.

6.6. Hours

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	Holiday hours not required.

For Aircraft Charter Operator, after-hours, on-call response time is as follows. Each response time is predicated upon the previous step, initialized upon customer inquiry.

After-hours, On-Call Response Time	Standard	Notes
Response to customer inquiries	1 hour	
Provision of trip quote	1 hour	
Flight initiation	2 hours	Notwithstanding circumstances beyond Operator’s control (e.g., aircraft availability, weather, etc.), Operator shall be able to initiate the flight within the time period identified.

7. AIRCRAFT SALES OPERATOR (SASO)

7.1. Introduction

An **Aircraft Sales Operator** is engaged in the sale of more than three new and/or used aircraft during a 12-month period. This excludes individuals selling personally owned aircraft, unless the individual purchases aircraft for the primary purpose of resale.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

7.2. Leased Premises

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.

Leased Premises (square feet)	Standard	Notes
Customer area	250	Shall include space for customer lounge and restrooms

7.3. Dealership

Operator, who is an authorized factory sales franchise, dealer, or distributor shall have available or shall make available with reasonable advance notice at least one current model demonstrator of aircraft in each of its currently authorized product lines.

7.4. Licenses and Certifications

Employees shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certification for providing flight demonstration in all aircraft offered for sale.

7.5. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Commercial Pilot(s)	1	
Customer Service Representatives (CSR)	1	A commercial pilot may fulfill the responsibilities of the CSR unless the commercial pilot is performing duties off-Airport.

8. INDEPENDENT AIRCRAFT MAINTENANCE OPERATOR (SASO)

8.1. Introduction

Independent Aircraft Maintenance Operator – Operator engaged in providing limited Aircraft Maintenance for airframe and powerplant on the Airport for aircraft other than those owned, leased, and/or operated by (under the full and exclusive control of) Operator, but does not lease land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

8.2. Limitations

- As determined by the County in its sole discretion, if an Aircraft Maintenance Operator is fully meeting the demand for Aircraft Maintenance, Independent Maintenance Operators may be prohibited at the Airport.
- An Independent Maintenance Operator shall only provide Aircraft Maintenance to Based Aircraft and shall not solicit Transient Aircraft for any reason. However, at the request of the County or Aircraft Maintenance Operator, an Independent Aircraft Maintenance Operator may provide Aircraft Maintenance to Transient Aircraft.

8.3. Location

Independent Maintenance Operator shall only provide maintenance from an Aircraft Maintenance Operator facility or in locations designated and approved in writing by the County. These locations (including any Improvements) must meet applicable Legal Requirements for the type of Aircraft Maintenance being provided.

8.4. Licenses and Certifications

Independent Maintenance Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings for the work being performed. Independent Maintenance Operator shall have a Commercial Operator Permit, as required in Section 13.

9. INDEPENDENT FLIGHT TRAINING OPERATOR (SASO)

9.1. Introduction

An **Independent Flight Training Operator** is an individual providing flight training to the general public originating from the Airport but does not lease land or Improvements at the Airport.

A person holding a current FAA Flight Instructor certificate, who provides occasional Flight Training to an Aircraft Owner in the Owner's aircraft and is not compensated by the Aircraft Owner or any other party and does not make flight training available to the public, shall not be deemed a Commercial Activity.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

9.2. Limitations

- As determined by the County in its sole discretion, if a Flight Training Operator is fully meeting the demand for flight training, Independent Flight Training Operators may be prohibited at the Airport.

9.3. Location

Independent Flight Training Operator shall only provide ground school instruction from an Aircraft Rental or Flight Training Operator's facility or in locations designated and approved in writing by the County.

9.4. Licenses and Certifications

Independent Flight Training Operator shall be properly certificated by the FAA, current, and hold the appropriate ratings and medical certifications for the aircraft being utilized and/or flight training being provided. Independent Flight Training Operator shall have a Commercial Operator Permit, as required in Section 13.

Independent Flight Training Operator shall have available a properly certified ground school instructor capable of providing on-demand ground school instruction sufficient to enable students to pass the FAA written examinations for commercial pilot and instrument rating.

Independent Flight Training Operator shall provide, at a minimum, adequate training aids necessary to provide proper and effective ground school instruction.

9.5. Insurance Disclosure Requirement

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

10. COMMERCIAL SKYDIVING OPERATOR (SASO)

10.1. Introduction

A **Commercial Skydiving Operator** is engaged in providing Skydive/Parachute Jumping training and services to the general public from their facility which may include leased land or Improvements at the Airport.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

Operator shall provide the County with three-weeks advance notice of its intention to start or discontinue Skydive/Parachute Jumping operations. However, if said start-up or discontinuation is not permitted or authorized under the Agreement, Operator is required to obtain an amendment to the Agreement prior to the initiation or discontinuance of said use.

10.2. Leased Premises

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.

Leased Premises (square feet)	Standard	Notes
Customer area	500	Shall include adequate space for customer lounge and restrooms
Customer service area	250	Shall include adequate and dedicated space for customer service work areas and storage.

10.3. Licenses and Certifications

Employees performing Skydiving training shall be properly certificated by United States Parachute Association and hold the appropriate ratings and medical certifications for Skydiving/Parachute Jumping training being provided.

Operators shall have available a properly certificated ground school instructor capable of providing on-demand ground school instruction.

Operator shall ensure all Participants have all necessary licenses and certificates and have met all FAA and USPA requirements.

10.4. Employees

At a minimum, Operator shall employ the following number of Employees who shall be available during required hours of activities.

Employees	Standard	Notes
Skydiving Instructor(s)	2	
Certificated ground school instructor(s)	1	Capable of providing ground school instruction sufficient to meet student demand
Customer Service Representatives (CSR)	1	An instructor may fulfill the responsibilities of the customer service representative unless the Skydiving instructor is performing duties off the Leased Premises.

10.5. Equipment

The Operator must own, lease, or otherwise have sufficient access to equipment, including aircraft, to conduct Commercial Skydiving/Parachute Jumping without causing any significant flight delays or other operational impacts at the Airport. Operator shall have the following number of aircraft available for Commercial Skydiving, as applicable. All aircraft shall be owned or leased by Operator (and operated under the full and exclusive control of Operator).

Equipment	Standard	Notes
Operator aircraft		
Fixed wing: single-engine	1	Aircraft must be at least four place.

10.6. Hours

Operator shall be open, and services shall be available to meet reasonable demands of customers for these Activities, but not less than the following:

Hours	Standard	Notes
Hours (per day) / Days (per week)	8 / 5	Holiday hours not required, After-hours by prior arrangement.

10.7. Drop Zone Requirements

Operator shall adhere to the following provisions related to the use of the Drop Zone at the Airport:

- Skydive/Parachute Jumping landings shall only occur at a County approved and designated Drop Zone.
- Each Operator must enter into a separate Agreement with the County for the area on the Airport to be used as a Drop Zone.
- The Drop Zone shall be used exclusively for such purpose.
- Pursuant to the USPA’s Basic Safety Requirements, Drop Zones must be unobstructed and conform with DOT/FAA/AR-11/30 Development of Criteria for Parachute Landing Areas on Airports.
- The Operator must install sufficient signage, and ground markings around the Drop Zone to prevent runway incursions or incursions into any Object Free Area (OFA), Obstacle Free Zone (OFZ), or Runway Safety Area (RSA).
- The Drop Zone shall be maintained to facilitate safe landings by Participants.
- The Drop Zone must be sufficiently lighted to facilitate safe landing by Participants in all weather and at all times of day when it is safe to conduct Commercial Skydiving/Parachute Jumping.

11. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES (SASO)

11.1. Introduction

This Section pertains to SASOs engaged in one or more of the following Activities.

Limited Aircraft Services and Support is defined as limited aircraft, engine, or accessory services and support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.).

Experimental Aircraft Services and Support is defined as construction assistance to owners of experimental and/or amateur-built Aircraft (as defined in 14 CFR Section 21.191).

Miscellaneous Commercial Services and Support is defined as ground instruction, simulator training, scheduling and dispatching, or any other related Commercial services and support Activities.

Other Air Transportation Services for Hire is defined as non-stop sightseeing flights (flights which begin and end at the Airport and are conducted within a 25-statute mile radius of the Airport); flights for aerial photography or survey, firefighting, and power line, underground cable, or pipe line patrol; helicopter operations relating to construction or repair work; or, other related air transportation services for hire.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards, Operator shall comply with the following minimum standards set forth in this Section.

11.2. Leased Premises

Operator shall have adequate land and Improvements to accommodate all Activities of Operator as approved to by the County.

11.3. Employees

Operator shall provide a sufficient number of Employees to carry out Activity 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.

11.4. Equipment

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 to by the County.

Operator shall have sufficient materials and/or supplies available to support the Activities.

11.5. Hours

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 County. Operator shall be available to meet the reasonable demands of customers for the Activities.

12. TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

12.1. Introduction

The County recognizes that Aircraft Owners or Aircraft 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 County 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 County 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.

In addition to the General Requirements set forth in Section 2 of these Minimum Standards (excluding Section 2.5 and Section 2.10), Operator shall comply with the following minimum standards set forth in this Section.

12.2. Scope of Activity

Operator shall conduct Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the County 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.

12.3. Limitations

As determined by the County 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.

12.4. Commercial Operator Permit

Prior to engaging in Activities at the Airport, Operator must obtain a Commercial Operator Permit from the County for a specific 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 Commercial Operator 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 County prior to Operator engaging in Activities on the Airport.

13. COMMERCIAL OPERATOR PERMIT

13.1. Introduction

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 County, and obtain a Commercial Operator Permit (Permit) from the County prior to engaging in the desired Activities.

13.2. 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 County and obtain a Commercial Operator Permit (Permit) from the County 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 County to properly and fully evaluate the Application and facilitate an analysis of the prospective operation.

No Application will be deemed complete that does not provide the County with the information, data, and/or documentation necessary to enable the County 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 County and subject to the Applicant complying with all requirements, a Permit will be issued by the County.

13.3. Approved Permit

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

- The information submitted by Operator is and remains current. Operator shall notify the County in writing within 21 calendar days of any change to the information submitted by Operator.
- Operator remains in full compliance with all applicable Legal Requirements and the terms and conditions of the Permit.

The Permit may not be assigned or transferred and shall be limited solely to the approved Activities identified in the Permit.

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 County the option to terminate the Permit and/or the Agreement.

13.4. Existing Operator with an Existing Agreement

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 submitting an Application provided that Operator is in full compliance with all the terms and conditions of the Agreement and all applicable Legal Requirements.

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, Operator shall complete and submit an Application to, and receive a Permit from, the County prior to conducting new Activity(ies) not permitted under an existing Agreement or Permit.