



**MINIMUM STANDARDS FOR
COMMERCIAL AERONAUTICAL ACTIVITIES
TUSCALOOSA NATIONAL AIRPORT**

DATE 2022



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MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES TUSCALOOSA NATIONAL AIRPORT

The City of Tuscaloosa, Alabama, as owner and operator of the Tuscaloosa National Airport, recognizing the necessity of identifying uniform, non-discriminatory standards to ensure the safe and efficient operation of the Tuscaloosa National Airport, hereby promulgates and adopts the following Minimum Standards for the use of any land or facility on said airport.

Any current or prospective Commercial Aeronautical Operator bears the burden of reviewing and complying with both these Minimum Standards and the Rules and Regulations, and any updates thereto, as well as the conditions of any applicable Agreement, and all applicable local, state, and federal laws.

I. DEFINITIONS

As used herein, the following terms shall have the meanings indicated:

Aeronautical Activity – Any operation that involves or facilitates the operation of aircraft. Aeronautical Activities do not include any operation, commercial or otherwise, not directly related to the operation of aircraft, *e.g.* restaurant, hotel, rental car, newsstand, or other concessions.

Agreement – A lease or other written agreement approved by the City that authorizes the conduct of a Commercial Aeronautical Activity on the Airport.

Air Carrier – A Commercial Aeronautical Operator holding an operating certificate under Federal Aviation Regulation Part 121.

Air Taxi/Charter – An operator licensed by the Federal Aviation Administration to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the Federal Aviation Administration. This term specifically includes, but is not limited to, operators certificated by FAA under 14 C.F.R. Part 135 or regulated by 14 C.F.R. Part 380.

Air Tour Service – The provision of passenger-carrying tour flights operating pursuant to 14 C.F.R. § 91.147.

Airport – The Tuscaloosa National Airport, including all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration.

Airport Layout Plan – The current, FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.



Airport Manager –The Airport Manager and any individual delegated by the Airport Manager to exercise any of the Airport Manager’s official authority, including the authority to administer and direct the operation of the Airport and to enforce and administer the Rules and Regulations and the Minimum Standards.

Airport Security Program – The written plan concerning security on the Airport, containing elements specified by the Alabama Department of Transportation (ALDOT) or 49 C.F.R. Part 1542 if approved by the Transportation Security Administration (TSA).

Applicant – An Entity applying to conduct a Commercial Aeronautical Activity on the Airport.

Commercial Aeronautical Activity – Any Aeronautical Activity conducted for commercial purposes. Except as otherwise specified herein, this term includes any Aeronautical Activity conducted to secure earnings, income, compensation or profit, whether or not such objective or objectives are accomplished.

Commercial Aeronautical Operator – An Entity conducting a Commercial Aeronautical Activity on the Airport.

City – The City of Tuscaloosa, Alabama, including all such city’s agencies, departments, boards, and other divisions or subsidiaries, and including all such city’s employees, officers, elected officials, authorized representatives, successors, contractors, and other agents.

Entity – Any person, firm, general or limited partnership, corporation, Limited Liability Corporation, trust, association, or similar entity making application for, leasing, or using any land or facility at the Airport.

FAA – The Federal Aviation Administration.

Fixed Base Operator or FBO – A Full-Service FBO or a Limited-Service FBO.

Flying Club – A nonprofit or not-for-profit entity organized for the express purpose of providing its members with the noncommercial use of aircraft for their personal use and enjoyment.

Full-Service Fixed Base Operator or FBO – A full-service Commercial Aeronautical Operator that provides Jet A fuel and 100 octane aviation gasoline for sale to the public and all of the specific Commercial Aeronautical Activities required by Section VI of these Minimum Standards.

Limited-Service Fixed Base Operator or FBO – A Commercial Aeronautical Operator that provides only 100 octane aviation gasoline for sale and other Commercial Aeronautical Activities to the public.

Minimum Standards – The qualifications established herein, as amended from time to time by the City, or the Airport Manager pursuant to his or her delegated authority, setting forth the



minimum requirements that must be met to conduct a Commercial Aeronautical Activity on the Airport.

Non-Commercial Aeronautical Tenants – An Entity conducting an Aeronautical Activity on the Airport but not conducting any Commercial Aeronautical Activity.

Rules and Regulations – Those lawful rules and regulations promulgated by the City, or the Airport Manager pursuant to his or her delegated authority, for the orderly use of the Airport, as such rules and regulations may be amended, modified, or supplemented from time to time.

Specialized Aeronautical Service Operator or SASO – An entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include commercial fueling of any kind.

Through the Fence or TTF Operations – Those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering a Commercial Aeronautical Activity or to owners of aircraft based on land adjacent to, but not part of, the airport.

Variance – The conditional grant of a modification to the Minimum Standards requirements, often for only a temporary period to address unique facts or hardships.

Waiver – The conditional grant of an exemption, or partial exemption, from one or more requirements of the Minimum Standards.



II. INTRODUCTION

A. General

1. These Minimum Standards are adopted by the City through the authority delegated to the Airport Manager, which includes the authority to update and modify these Minimum Standards. The City has also delegated the oversight, enforcement, and approval authority associated with the Minimum Standards to the Airport Manager (or to his or her designee). The Airport Manager is specifically authorized to accept all submissions, documents, applications, proposals, statements of interests, and other information from potential or current Airport tenants on the City's behalf. The Airport Manager may also grant any approvals under these Minimum Standards on the City's behalf unless otherwise specified.
2. All Commercial Aeronautical Activities conducted at or from the Airport must be authorized in an Agreement approved by the City, and all such Agreements authorizing the use of Airport property and facilities for Commercial Aeronautical Activities shall be performed in accordance with these Minimum Standards and the Rules and Regulations.
3. In addition to the Minimum Standards, all persons on the Airport are subject to all applicable provisions of federal law, and the laws of the State of Alabama, Tuscaloosa County, and the City.
4. The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The City reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available.
5. These Minimum Standards are intended to supersede any and all prior minimum standards for Commercial Aeronautical Activities at the Airport.
6. The invalidation of any specific minimum standard shall not affect the validity of the remainder of the Minimum Standards.
7. These Minimum Standards shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which City acquired the land or improvements thereon constituting the Airport or any portion thereof, of which the Leased Premises are a part, and these Minimum Standards shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. These Minimum Standards shall further be subordinate to the provisions of any existing or future agreement between City and the United States of America, the State of Alabama, or any of its or their agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of



federal or State funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental authority having jurisdiction over the Airport.

8. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.

B. Effectiveness and Amendment

1. The Minimum Standards shall be effective upon enactment and shall apply to (i) any new Agreement to conduct a Commercial Aeronautical Activity on the Airport; and (ii) any existing Agreement and any amendment to an existing Agreement, to the fullest extent permissible and in the manner provided under any such Agreement. An Entity may request an advisory opinion from the Airport Manager as to the application of the Minimum Standards to the Entity.
2. The City and/or the Airport Manager may supplement and amend these Minimum Standards from time to time to protect the health, safety and interest of the City and the public. Upon approval of any such amendments, the Commercial Aeronautical Operators shall be required to conform to such amended standards to the maximum extent permitted by their then-effective Agreement.
3. Upon the expiration of an Agreement authorizing a Commercial Aeronautical Activity, the party to the Agreement may seek a new Agreement in accordance with the procedural and substantive requirements of the Minimum Standards then in effect. Nothing herein shall be construed to convey the right to continue to conduct a Commercial Aeronautical Activity beyond the term of an Agreement.

C. Lease of Property at the Airport

1. The City intends for all Commercial Aeronautical Operators to lease space at the Airport in the minimum area prescribed by the Minimum Standards. The purpose of this policy is to ensure that Commercial Aeronautical Operators do not attempt to gain an unfair competitive advantage by operating without a similar level of financial investment in the Airport and in their business operation as their competitors.
2. Nevertheless, the City recognizes that there may be limited instances in which a Commercial Aeronautical Activity may be performed by a Person that does not lease space at the Airport. Specifically, a Person may be permitted to provide products and services at the Airport upon demonstrating, to the satisfaction of the Airport Manager, that no Commercial Aeronautical Operator leasing space at the Airport has the requisite certificate, certified personnel, or access to equipment and parts to provide the product or perform the service or



that in lieu of leasing space the Person has entered into an Agreement with the City for a limited time period whereby the Person is paying a predetermined fee for the right to operate at the Airport.

3. The Airport Manager may approve a request from a Person meeting these conditions provided that (i) the Person enters into an Agreement with the City identifying the Commercial Aeronautical Activity that may be performed and the rates, fees, and charges assessed for the privilege of conducting the Commercial Aeronautical Activity, and (ii) the Person satisfies all other applicable Minimum Standards prescribed herein for the Commercial Aeronautical Activity.
4. Notwithstanding the above, a non-Airport based aircraft mechanic may be permitted, subject to the provisions of Section VII.L (*Non-Airport Based Mechanic Services*) herein and all other applicable Minimum Standards, to provide certain specified maintenance services on aircraft located at the Airport. Similarly, an Independent Flight Instructor may be permitted, subject to the provisions of Section VII.M (*Independent Flight Instructors*) to provide flight instruction at the Airport without leasing space at the Airport. These exceptions to the general principles stated above may be rescinded or modified by the City upon ninety (90) days' notice without formal amendment of these Minimum Standards.

D. Covered Entities and Activities

The Minimum Standards shall apply to the following Entities and activities:

1. Any Entity proposing to conduct, or conducting, a Commercial Aeronautical Activity at or from the Airport, including Fixed Base Operators (FBOs) and Specialized Aeronautical Service Operators (SASOs), whether or not such Entity is based on the Airport.
2. The City, in any instance in which the City elects to operate a Commercial Aeronautical Activity on the Airport.

E. Non-Covered Entities and Activities

1. Non-Covered Entities

The Minimum Standards shall not apply to the following Entities:

- Air Carriers operating at the Airport.
- A flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an aircraft that is not based on the Airport.



- An aircraft manufacturer providing parts and services at the specific request of an aircraft owner or operator pursuant to a “rapid response” or similar program to provide outsourced aircraft maintenance at a remote location.
- Non-Commercial Aeronautical Tenants, except to the extent such Entity is separately conducting any Commercial Aeronautical Activities.

2. Non-Covered Activities

The Minimum Standards shall not apply to the following activities:

- Any activities other than Commercial Aeronautical Activities or Flying Clubs, including, without limitation, individuals storing their own aircraft;
- The limited subleasing of private hangar space by Non-Commercial Aeronautical Tenants to other Non-Commercial Aeronautical Tenants or other third parties, except that the Airport Manager may in his or her discretion determine that regular and continuous subleasing qualifies as a Commercial Aeronautical Activity; and
- Self-servicing and self-fueling by an Entity to the extent permitted by the Rules and Regulations.

F. Prohibited Activities

1. Through-the-Fence Operations

These Minimum Standards expressly forbid all Through-the-Fence (TTF) operations. The City’s obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to Airport access.

2. Cross-Ownership

All Commercial Aeronautical Operators have an affirmative obligation to identify if they hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in any on-Airport Commercial Aeronautical Operator or other commercial service provider. Consistent with the City’s obligation to avoid granting exclusive rights, no Commercial Aeronautical Operator may hold or control such interests in more than one on-Airport Commercial Aeronautical Operator or other commercial service provider, absent written authorization by the City.

3. Subleasing



No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use with prior written approval from the City.

4. Fuel Services by Entities Other than FBOs

The sale of fuel on the Airport is limited to those entities meeting the Minimum Standards for a Fixed Base Operator. Fuel CO-OPs are not permitted on the Airport. Self-service fueling is only permitted in accordance with the Airport Rules and Regulations and any other directives of the Airport Manager.

G. Waivers and Variances

1. Waivers

The City may issue a Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, air ambulance, Civil Air Patrol, disaster relief, search and rescue, fire prevention and firefighting.

In all other instances, the City may, but is not obligated to, approve a Waiver of the Minimum Standards upon finding that all the following conditions are satisfied:

- The Commercial Aeronautical Operator seeking the Waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement.
- The Waiver is needed to alleviate the financial burden of initiating a new or expanding an existing Commercial Aeronautical Activity on the Airport.
- The City finds that the Waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

In extraordinary circumstances, the City in its sole discretion may also grant a Waiver under circumstances that are fair and equitable when the Commercial Aeronautical Operator is unable to satisfy all of the above conditions.

During the term of the applicable Agreement, the City shall reserve the right to re-evaluate from time to time whether the continuation of a Waiver remains justifiable. The City may in its discretion revoke a Waiver upon a finding that the conditions noted above are no longer satisfied or applicable, to ensure that the City remains in compliance with its federal grant assurances or applicable law, or on other reasonable grounds. The City shall provide the Commercial Aeronautical Operator a reasonable period of time to come into compliance with the portion of the Minimum Standards previously subject to the Waiver.

2. Variances



The City may approve a Variance of the Minimum Standards upon finding that all the following conditions are satisfied:

- A special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome.
- The Variance is narrowly tailored to address the special condition or unique circumstance.
- The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule.
- The schedule is enforceable by the City, including the ability of the City to terminate the Agreement or Variance for a failure to comply with the schedule.
- The Variance will not create an unfair competitive relationship among Commercial Aeronautical Operators on the Airport.
- The City finds that the Variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

Any Waiver or Variance approved by the City hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and (i) shall not serve to amend, modify, or alter the Minimum Standards, (ii) shall have no precedential effect as to circumstances that may arise in the future on the Airport, and (iii) shall not create any rights in the specific Commercial Aeronautical Operator to be granted a Waiver or Variance in like circumstances in the future.

3. Fuel

The rest of this Section notwithstanding, the City will not issue a Waiver or Variance to permit a Commercial Aeronautical Operator to sell fuel without compliance with the applicable Minimum Standards.

H. Additive Standards and Conflicts

Except as otherwise specifically provided herein, Commercial Aeronautical Operators must meet every minimum standard for every authorized Commercial Aeronautical Activity.

In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between the Agreement and the Minimum Standards, the terms of the Agreement shall apply; however, in no event shall an Agreement with standards less stringent than these Minimum Standards govern unless the City has granted the Commercial Aeronautical Operator a Waiver or Variance as described in Section II.F or an accommodation as described in this Section II.G.



The City may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a minimum standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the City finds that each of the following conditions is satisfied:

- Such minimum standard will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users in keeping with the policies hereof.
- Such minimum standard will not create an unfair competitive relationship among Commercial Aeronautical Operators on the Airport.

Any accommodation granted pursuant to this provision shall not constitute a Waiver or Variance as provided in Section II.F above.

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III. APPLICATIONS FOR COMMERCIAL AERONAUTICAL AGREEMENTS

All inquiries concerning permission to conduct any Commercial Aeronautical Activity on the Airport shall be made to the Airport Manager. As set forth in more detail in this Article III, the Applicant shall submit all information and material necessary, or requested by the City, to establish to the satisfaction of the City that the Applicant will qualify and will comply with these Minimum Standards.

A Commercial Aeronautical Operator on the Airport as of the date of enactment of these Minimum Standards shall not be required to submit a statement of interest or application as described by this Article III, nor be or subject to review under Article IV, with respect to its current Agreement. However, at the time of enactment of these Minimum Standards, the Airport Manager may request additional information listed in Article III, Paragraph C, to complete the City's records.

An Entity conducting any Commercial Aeronautical Activities without an Agreement with the City as of the date of enactment of these Minimum Standards shall be required to submit an application.

A. Statement of Interest

The City will not accept or take action on a request to conduct a Commercial Aeronautical Activity on the Airport until after the proposed Applicant submits a Statement of Interest in writing which provides: (1) a general overview and scope of the proposed Commercial Aeronautical Activity(ies), including the general area in which the proposed activity(ies) shall occur; and (2) appropriate contact information, including the name, mailing address, email address and telephone number of the Applicant.

B. Notice / Procurement

Upon receipt of a statement of interest, or on its own initiative, the City may authorize a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation. In such event:

1. The City shall issue a Request for Qualifications or a Request for Proposals in a manner consistent with then-applicable local and Federal procurement requirements to determine whether any other Entity is interested and qualified to perform the same or similar Commercial Aeronautical Activity.
2. The City shall accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications.

In the discretion of the City, all other Entities then conducting Commercial Aeronautical Activities on the Airport who, in the opinion of the City, would be directly affected by the approval of a Commercial Aeronautical Activity pursuant to a Request for Qualifications or Proposals, may also be notified of the filing of such statement of interest and the time and place of the City meeting to consider the same.



C. Written Application

If the City elects to issue a Request for Qualification or Request for Proposals, it will request a written application from interested parties. If not, the City will only request a written application from the initial Applicant. The written application shall be in the form prescribed by the Airport Manager, or, in the absence of a form, shall include the information listed below and any such additional information as may be requested by the City or the Airport Manager. The application shall be signed and submitted by a party owning an interest in the business, or the individual who will be managing the business, or partner of a partnership, or a director or an officer of a corporation.

Upon the consideration of the application, the City shall determine whether the Applicant meets the standards and qualifications as herein set out and whether such application should be granted in whole or in part, and if so, upon what terms and conditions. If the City receives an unsolicited written application (i.e., without first receiving a statement of interest), the City reserves the right to initiate the competitive solicitation process set forth above.

1. Information for Written Application:

- (a) The name and address of the Applicant.
- (b) Comprehensive listing of the scope of the proposed Commercial Aeronautical Activity(ies).
- (c) With respect to the real property that the Applicant seeks to lease from the City, or to sublease from another Entity:
 - (1) A map, to scale, depicting clearly the property's location, size, and borders.
 - (2) If applicable, who currently leases such property.
 - (3) What form of agreement with the property's lessor, if applicable, the Applicant proposes to enter into to lease or otherwise use such property.
 - (4) Map, to scale, of the amount, configuration, and location of (i) the land requested or desired to be constructed or leased from the City or (ii) the land or facilities to be subleased from another Entity for the purpose of conducting the Commercial Aeronautical Activity.
- (d) The names and the qualifications of the personnel to be involved in conducting such activity(ies).
- (e) The financial responsibility and ability of the Applicant to perform and provide the activity(ies) sought for a minimum of five (5) years (or a lesser



period if the proposed term of the Agreement will be less than five (5) years). The City shall be the sole judge of what constitutes adequate financial capacity.

- (f) The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity(ies), including the number, type(s) and basing of aircraft to be provided/maintained (as applicable).
- (g) Copies of the necessary certificates from the FAA or other authority where the same are required for the activity proposed, or demonstration that the Applicant can reasonably obtain such approvals.
- (h) The requested or proposed date for commencement of the activity(ies) and the term of conducting the same.
- (i) A map, to scale, showing the size and position of the building(s) to be constructed or leased and the proposed design and terms for the construction of any additional space and the ownership, leasing or sub-leasing thereof. The estimated cost of any structure(s) or facility(ies) to be furnished, the proposed specifications for same, and the means or method of financing such constructions or acquisition of facilities.
- (j) The specific types and amounts of insurance proposed in accordance with minimum requirements for the activity(ies).
- (k) Names and financial statement(s) of proposed guarantor(s) for the Agreement, if appropriate.
- (l) Pro forma operating statement for first year.
- (m) Identification of any and all bankruptcies relating to the Applicant and the Applicant's principals.
- (n) Disclosure of any and all documented violations by the Applicant and/or the Applicant's principals of FAA regulations.
- (o) Disclosure if any Entity holding or controlling, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) ("cross-ownership") in any on-Airport commercial service provider (aeronautical or non-aeronautical) is involved in the ownership or management of the potential operator, provide complete information about the extent and nature of such cross-ownership.
- (p) A list and description of any and all outstanding liens, lawsuits, or legal judgments issued against the Applicant or any of its owners and/or directors within the previous five (5) calendar years, together with the current status of each.

**D. Supporting Documents**

If requested by the City, the Applicant shall submit the following supporting documents to the City, together with such other documents and information as may be requested by the City:

1. **Financial Statement.** A current financial statement certified by a Certified Public Accountant.
2. **Assets.** A written listing of the assets owned or being purchased which will be used in the operation of the business on the Airport.
3. **Credit Report.** A current credit report covering all areas in which the Applicant has done business during the past ten years.
4. **Authorization for Release of Information.** A written authorization for the FAA and all aviation or aeronautic commissions, administrators, or department of all states in which the Applicant has engaged in aviation business to supply the City with all information in their files relating to the Applicant or his operation. The Applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.



IV. REVIEW OF APPLICATION

The City shall not take action on an application to conduct a Commercial Aeronautical Activity on the Airport unless and until it has received all required and/or requested information and documentation specified in Section III.C. and III.D. above.

In reviewing an application to conduct a Commercial Aeronautical Activity on the Airport, any of the following reasons shall be grounds for denial of that application:

1. Not Qualified. The Applicant for any reason does not meet the established qualifications, standards, or requirements.
2. Safety and Efficiency. The Applicant's proposed operations or construction will impair the safe and efficient operation of the Airport.
3. City Expenditure. The granting of the application will require the City to spend airport revenue or public funds, or to supply labor or materials in connection with the proposed operations that the Airport Manager determines is not justified.
4. Availability. There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the Applicant at the time of the application.
5. Non-Compliance with Airport Layout Plan or Airport Master Plan. The proposed operation or Airport development or construction does not comply with the Airport Layout Plan or current Airport Master Plan.
6. Misrepresentation. Any party applying, or interested in the business, has either intentionally or unintentionally, supplied the City with any false information or has misrepresented any material fact in his application or in supporting documents or has failed to make full disclosure on his application or in supporting documents.
7. History of Violations. Any party applying, or interested in the business, has a record of violating the minimum standards or the rules and regulations of this or any other airport, or the Federal Aviation Administration regulations.
8. Lack of Authorization. The Applicant lacks any permit, license, or other authorization required by the FAA or any other federal, state, or local agency to conduct any of the operations or development the Applicant proposes, and the Applicant does not demonstrate to the City's satisfaction that it will obtain all such required authorizations as necessary to undertake such proposed operations or development.
9. Defaulted Performance. Any party applying, or interested in the business, has defaulted in the performance of any Agreement with the City or any other entity.



10. Poor Credit Report. Any party applying, or interested in the business, has a credit report which contains derogatory information and who does not appear to have satisfactory business responsibility and reputation.
11. Lack of Finances. The Applicant does not appear to have, or have access to, the finances necessary to conduct the proposed operation for a minimum period of six months.
12. Undesirable Reputation. Any party applying, or interested in the business, has been convicted of any crime or violation of any law, regulation, or ordinance of such nature that it indicates to the City that the Applicant would not be a desirable operator on the Airport.
13. FAA Determination. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.
14. Other. Denial of the application is otherwise appropriate because it would cause the sponsor to be in violation of applicable federal, state or local obligations.

In addition, in considering every application for establishing Commercial Aeronautical Activities, the City shall give due consideration to whether such proposed activity would be wasteful or uneconomical duplication of facilities or detrimental to the public interest.

The execution of any final Agreement with a Commercial Aeronautical Operator shall be subject to approval from the City Council.



V. STANDARD REQUIREMENTS FOR ALL COMMERCIAL AERONAUTICAL ACTIVITIES

The following performance standards apply to all Commercial Aeronautical Operators and Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Sections VI and VII of these Minimum Standards.

A. Capability/Experience.

Every Applicant for permission to conduct any Commercial Aeronautical Activity(ies) on the Airport shall satisfy the City that such Applicant has:

1. The managerial and operational ability to plan and perform the same or similar or comparable type of service or activity full time in a good and workmanlike manner.
2. A financially sound business enterprise and technical ability to provide facilities and services proposed.
3. The capability of consistently providing the required products, services, adequately manned and equipped facilities, including office facilities that observe normal or specifically required business hours, and engaging in the required Commercial Aeronautical Activities in a safe, secure manner in service to and to the benefit of the general public.

B. Agreement Requirements.

1. General.

An Agreement, which shall hold harmless and agree to indemnify the city, its officers, agents and employees of and from all liability resulting from providing such service, is a prerequisite to providing any Commercial Aeronautical Activity on or from the Airport. Upon the approval of any application for a Commercial Aeronautical Activity on the Airport, the City shall cause to be prepared an Agreement setting forth the terms and conditions of the proposed activity(ies).

Title to any improvements is to vest in the City upon completion of the work, subject to rights of mortgagee, unless separately addressed in an Agreement.

Grounds for termination of the Agreement shall include, without limitation, the Commercial Aeronautical Operator's failure (a) to remain current in the payment of all rents, fees, charges, pass-through expenses, and other sums due and owing to the City, or, if permitted by the Agreement, (b) to pay any such sum that is late or delinquent, and any required interest or late fees, within the period specified by the Agreement.

2. Agreement Terms.



The Agreement with the City must recite the terms and conditions under which the Commercial Aeronautical Operator will do business on the Airport, including but not limited to the term of Agreement; the rentals, fees, or charges; the rights, privileges and obligations of the respective parties; and other relevant covenants.

Term lengths may be determined by the City depending upon such factors as the degree of investment made by the prospective tenant, the remaining value of such improvements at the end of the proposed lease or contract term, and requirements of federal law.

Agreements for Commercial Aeronautical Activities shall contain or reference all provisions required by the Federal Aviation Administration as a condition of any federal grant to the City and shall also incorporate these Minimum Standards and the Rules and Regulations by reference, as they may be amended from time to time. Each agreement for Commercial Aeronautical Activities shall require that the Commercial Aeronautical Operator provide its services on a reasonable and not unjustly discriminatory basis to all users, and that it will charge reasonable and not unjustly discriminatory prices for each unit or service. The previous sentence notwithstanding, the Commercial Aeronautical Operator may be permitted to offer bulk discounts to volume purchasers.

C. Insurance Requirement.

1. All Commercial Aeronautical Operators on the Airport shall maintain adequate insurance policies and coverage limits that are relevant and appropriate to the activities and services conducted on the Airport, including indemnity insurance or bond to protect and hold the City and the City's employees, agents and assigns harmless from any liability in connection with the conduct of the activity proposed. The insurance policy terms and coverage limits requirements applicable to each type of Commercial Aeronautical Activity are set forth in Appendix A to these Minimum Standards.
2. Each Commercial Aeronautical Operator shall maintain insurance throughout the term of the Agreement. The applicable insurance coverage shall be in force during the period of any construction of the Commercial Aeronautical Operator's facilities and/or prior to its entry upon the Airport for the conduct of its business. Lapses in insurance coverage may result in denial of access to the Airport and/or termination of the Agreement.
3. Any Commercial Aeronautical Operator, who by nature of its size, has become self-insured, shall furnish evidence of such self-insurance and shall hold the City and the City's employees, agents and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.
4. Each Commercial Aeronautical Operator, and any contractor or subcontractor of each Commercial Aeronautical Operator doing business on the Airport, will provide a Certificate of Insurance listing the City of Tuscaloosa, Alabama as an additional insured. This obligation shall not apply to any workers' compensation policy. It shall be the Commercial Aeronautical Operator's



responsibility to ensure that its contractors and subcontractors fulfill this requirement. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage. Each policy shall be primary and non-contributory. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Commercial Aeronautical Operator under an Agreement. It shall be the Operator's responsibility to pay any retention or deductible for the coverages required herein and in the Agreement. Insurance shall be secured by a company authorized to conduct business in the State of Alabama and shall be issued by insurers having a rating of at least "A" VIII, by A. M. Best or an equivalent rating by a similar rating entity, acceptable to the City. Insurance policies must include a requirement that a 30-day notice of cancellation, material change, or non-renewal will be sent to the Airport Manager.

5. In requiring Commercial Aeronautical Operators to maintain insurance hereunder, the City in no way assumes liability for injury or damage occurring on or in connection with the Airport, and the City reserves the right to claim any defense or immunity available under law.
6. In prescribing insurance coverage types and limits, the City is not representing or guaranteeing that the types and limits are adequate to protect the Commercial Aeronautical Operator's interests and liabilities. It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of a Commercial Aeronautical Operator.
7. The City reserves the right to review insurance requirements at any time and to make reasonable adjustments to Appendix A, including but not limited to the required types of insurance coverage, limits, and exclusions.

D. Compliance.

1. Federal, state and local requirements.

Commercial Aeronautical Operators must comply with all federal, state and local requirements applicable to their operations, including, but not limited to, the Airport Rules and Regulations and the rules and regulations of the FAA as they exist now or as they may be amended. Every Agreement shall include a provision subordinating such Agreement to the City's existing or future agreements with the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport properties ("Grant Assurances"). Without limiting the foregoing, Commercial Aeronautical Operators must comply with the following specific requirements, as they now exist or are hereafter amended:

- Airport Access and Security. Commercial Aeronautical Operators are to comply with the Airport Security Program (if any); all laws, regulations, orders and directives of the Alabama Department of Transportation (ALDOT) and/or Transportation Security



Administration (TSA), as each may be amended; instructions of law enforcement personnel; and the policies, orders and directives of the City concerning access, safety, and security at the Airport. Commercial Aeronautical Operators are responsible for their employees', vendors', and agents' compliance with the Airport Security Program and all such applicable laws. If the City is fined, penalized, or found in violation of any FAA or TSA security regulations due in whole or in part to the acts or omissions of a Commercial Aeronautical Operator or its employees, guests, or invitees, the Commercial Aeronautical Operator shall reimburse the City in the full amount of such fine or penalty paid by the City.

- **Safety.** Commercial Aeronautical Operators are to comply with federal, state and local law applicable to workplace and aviation safety; and the orders and directives of the Airport Manager in furtherance of any FAA-required Safety Management System or similar or related program on the Airport designed and intended to enhance safety.
- **Environmental.** Commercial Aeronautical Operators must comply with all applicable federal, state and local environmental laws; orders and directives of a federal or state agency with jurisdiction over environmental conditions on the Airport; the Airport environmental policies and procedures, including, for example, and without limitation, any Preparedness, Prevention and Control Plan, Spill Prevention Response Plan, and Stormwater Management Plan; and generally accepted industry environmental policies and standards.

2. Licenses, Permits, Certifications and Regulations.

Commercial Aeronautical Operators shall, at their own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of their activities on the Airport. Upon request, the Commercial Aeronautical Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Manager.

E. Facilities, Maintenance and Equipment.

1. Commercial Aeronautical Operators shall (a) lease from the City, or (b) have a written agreement with an Entity on the Airport for the use of an area of adequate and appropriate size, shape, and location to provide for its activities/services and operations.
2. All structures shall meet appropriate building and fire code requirements, as determined by the jurisdiction responsible for enforcing building and fire codes, and be consistent with the Airport Layout Plan and 14 C.F.R. Part 77. All Commercial Aeronautical Operators shall ensure that facilities have paved walkways in conformance with applicable requirements of the Americans with Disabilities Act (ADA).



3. The Commercial Aeronautical Operator is responsible for all maintenance, repair, and replacement of facilities that it is authorized to use unless otherwise agreed to with other Commercial Aeronautical Operators.
4. Absent a provision in the Agreement establishing a different standard or requirement, the following provisions shall apply:
 - (a) The City shall be responsible for structural and external repairs (except for repairs to windows and hangar doors) of City-owned Airport facilities, and all other maintenance, including repair of windows and hangar doors at City-owned Airport facilities, shall be the Commercial Aeronautical Operator's responsibility.
 - (b) Each Commercial Aeronautical Operator shall be responsible for trash removal, water, sewage, utilities, grass mowing, landscape maintenance (including weed removal), utility-line maintenance, and pavement maintenance within such Commercial Aeronautical Operator's leased or used premises on the Airport, including the set-back areas around structures. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.
 - (c) Each Commercial Aeronautical Operator shall maintain all its leased or used premises on the Airport in a clean, sanitary condition and at the expiration of the lease term shall return said premises to the City in this condition, reasonable wear and tear excepted.
 - (d) Each Commercial Aeronautical Operator shall ensure the sanitary handling and disposal, away from the Airport, of all trash, waste and other materials utilized in its Commercial Aeronautical Activity, including but not limited to used oil, solvents, lavatory cart contents and other waste. The City may prohibit any Airport user, including but not limited to any commercial service provider, from piling or storing crates, boxes, barrels or other containers on Airport property.
5. If painting operations are contemplated, the Commercial Aeronautical Operator shall provide a separate paint shop that meets all applicable safety requirements.
6. Unless otherwise stated in the applicable Agreement, Commercial Aeronautical Operators are responsible for the removal of snow and ice within their premises.
7. Detailed plans and specifications of all construction and architectural design shall be in accordance with any applicable design and construction standards required or established by the City for the facility or activity involved, and require the written approval of the City before any construction takes place. The Commercial Aeronautical Operator shall submit all required municipal and City permits (building, stormwater, etc.) to the City prior to the City granting



such approval. All Commercial Aeronautical Operators shall be required to post a construction bond or irrevocable letter of credit commensurate with the cost of any construction prior to commencing construction on the Airport.

8. Commercial Aeronautical Operators must own, lease, or otherwise have access to the equipment to provide the applicable Commercial Aeronautical Activities promptly on demand without causing any flight delays or other operational impacts on aircraft on the Airport.
9. Commercial Aeronautical Operators shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with their intended use.
10. All vehicles operating on the Airport shall comply with recurrent federal training requirements, applicable FAA and TSA transportation requirements, and applicable Airport Rules and Regulations governing vehicles and traffic.
11. Commercial Aeronautical Operators shall keep any Airport real property leased from the City free from mechanic's, tax, or construction liens in all circumstances.

F. Personnel

1. Commercial Aeronautical Operators shall employ and have on duty trained personnel in such numbers with such certificates and ratings as are required to meet reasonably anticipated demand in an efficient manner, for all services being provided, including appropriate supervisory and managerial personnel.
2. A list of contacts shall be supplied to the Airport Manager including after-hours phone numbers. This list shall be updated when any change occurs.
3. Commercial Aeronautical Operators must control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient, and proper manner so as not to unreasonably disturb or endanger any Airport customers, tenants or other operators. Commercial Aeronautical Operators are also responsible for the compliance of their personnel, agents, subcontractors, and subtenants with any applicable Airport Security Program.

G. Notice and Reporting

1. After the execution of the applicable Agreement, Commercial Aeronautical Operators must submit to the Airport Manager new, updated, or amended FAA certificates and ratings applicable to the Commercial Aeronautical Operator, its employees, or contractors annually or when received, whichever is sooner.



2. Commercial Aeronautical Operators shall submit to the Airport Manager a certificate of insurance for (a) any aircraft the Operator brings onto the Airport to conduct any Commercial Aeronautical Activity and (b) any insurance required for the conduct of Commercial Aeronautical Activities under these Minimum Standards.
3. Commercial Aeronautical Operators must provide notice to the Airport Manager of any new employees, contractors, licensees, or tenants that require driving privileges on the Airport Operations Area or movement area. Commercial Aeronautical Operators shall not permit any individual to drive on the AOA or movement area without Airport Manager approval.
4. Commercial Aeronautical Operators must provide written notice to the Airport Manager within two weeks after any revocation of or change to any certificate or ratings, or any other penalties by FAA against the certificate holder.
5. Commercial Aeronautical Operators shall provide the Airport Manager with three weeks' notice of its intention to begin or discontinue a Commercial Aeronautical Activity authorized under its Agreement. However, if said start-up or discontinuation is not permitted or authorized under the Agreement, an amendment to the Agreement is required prior to the initiation or discontinuance of said use and a formal procurement process (*i.e.*, a Request for Proposals or a Request for Qualifications) may be required.

H. Subcontracting, Subleasing and Assignment

The City must provide written approval for any sublease, assignment, or subcontract for the provision of commercial products or services on the Airport.

1. Subcontracting.

Commercial Aeronautical Operators are prohibited from subcontracting all or substantially all of their Commercial Aeronautical Operations at the Airport absent extraordinary circumstances and written approval from the Airport Manager. However, this prohibition does not apply with respect to a Commercial Aeronautical Operator's contractual relationship with individual independent contractors or temporary employees.

2. Subleasing.

Commercial Aeronautical Operators are permitted to sublease space to another Commercial Aeronautical Operator to perform one or more Commercial Aeronautical Activities, provided that, in its sole discretion, the City provides express written consent to such sublease. As a condition of granting such approval, the City may require that, at a minimum, the appropriate Commercial Aeronautical Operator(s) or its sublessee(s), as applicable, satisfy the following conditions:



- Each sublessee enters into an Agreement with the City. The Commercial Aeronautical Operator carries insurance for its sublessee or provides a certificate of insurance which shows the sublessee and the City as additional insured, in amounts commensurate with the activities conducted by the sublessee; and
- No Entity conducts a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use.

3. Assignment.

The City may, in its sole discretion, provide express written consent for a Commercial Aeronautical Operator to assign its rights under an Agreement subject to these Minimum Standards. Prior to granting consent for any assignment, the City may require the prospective assignee to complete an application or submit the information prescribed in Section III (Applications for Commercial Aeronautical Leases) hereof. The City may reject the request to assign the Agreement based on the factors enumerated in Section IV hereof or for any other reason.



VI. MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOs)

Every Fixed Base Operator shall comply with the following minimum requirements of this Section VI as well as any applicable standards for the relevant Commercial Aeronautical Activities provided. The previous sentence notwithstanding, certain requirements set forth in this Section VI shall only apply to Full-Service FBOs or Limited-Service FBOs and are further specified herein.

A. General

1. The FBO shall furnish good, prompt, courteous, and efficient services adequate to meet all reasonable demands on a fair, reasonable, and nondiscriminatory basis to all users of the Airport.
2. The FBO shall maintain and operate its business in a first-class manner and shall at all times, and at its sole expense, provide and maintain all equipment, facilities and aircraft necessary to keep its premises in a safe, clean, and orderly condition and to provide, to a degree satisfactory to the City, the services and levels of performance required by these Minimum Standards. City personnel may periodically survey FBO customers and users to determine the overall quality of service that the FBO is rendering.
3. The FBO shall select and appoint a full-time manager of its operations on the Airport. Such manager shall be highly qualified and experienced and be vested with full power and authority to act in the name of the FBO in respect to the method, manner, and conduct of the services to be performed on the Airport. Such manager shall be available on the Airport during regular business hours. Should the manager be absent while the FBO is operating, a duly authorized subordinate shall be in charge and available on the Airport.
4. The FBO shall provide, at its sole expense, enough personnel to effectively and efficiently provide the services herein authorized.
5. All personnel of the FBO shall always conduct themselves in a courteous and businesslike manner. Personnel who have public/customer contact (excluding pilots and back-office personnel) shall be clothed in attractive uniforms with appropriate insignia and nameplates so they may be readily identified by customers.
6. It shall be the responsibility of the FBO to maintain close supervision over its employees to assure a high standard of service to customers of the FBO. The FBO shall control the conduct, demeanor, and appearance of its employees and representatives. Upon reasonable objection from the City concerning the conduct, demeanor, or appearance of any employee, the FBO shall forthwith take all steps necessary to remove the cause of the objection.



7. The FBO's employees shall be trained by the FBO and shall possess any technical qualifications and hold all certificates of qualification that may be required for such employee to carry out such employee's assigned duties.
8. The FBO shall provide to the Airport Manager a current written statement of the names, general technical qualifications, mailing addresses, phone numbers, email addresses, and other necessary contact information for all personnel responsible for the operation and management of the FBO. In addition, a point of contact with name, mailing address, business, cell, and home phone numbers, and email address for emergency situations shall be provided to the Airport Manager. The FBO shall notify the Airport Manager of any update to this information within 24 hours of the addition or departure of any personnel from the FBO.

B. Premises Generally

1. Subject to the limited exceptions herein, an FBO must lease space on the Airport from the City sufficient to meet the minimum space requirements set forth herein.
2. From the Airport property that a Full-Service FBO leases from the City, a Full-Service FBO shall provide:
 - (a) Hangar(s), which shall contain no less than
 - (1) 10,000 square feet of enclosed space with adequate dimensions to accommodate dedicated storage of turbine/jet aircraft normally frequenting or based at the Airport;
 - (2) 6,000 additional square feet of enclosed space with adequate dimensions to accommodate dedicated storage of piston aircraft normally frequenting or based at the Airport;
 - (3) 10,000 square feet of enclosed space dedicated to the maintenance and repair of aircraft normally frequenting the Airport (exclusive from aircraft storage); and
 - (4) 3,500 square feet of properly lighted, heated and air-conditioned building space for an office, restrooms, and public use areas.
 - (b) Paved apron and ramp area, which shall contain:
 - (1) A fueling area of not less than 4,500 square feet if self-serve fueling services are provided (exclusive of dedicated transient apron parking).



- (2) Dedicated transient apron parking area not less than 60,000 square feet; and
 - (3) A minimum of six (6) paved tie-down spaces. (exclusive of transient apron parking).
 - (c) A minimum paved area sufficient to park and maneuver a minimum of thirty (30) automobiles for employee and patron parking.
3. From the Airport property a Limited-Service FBO leases from the City, a Limited-Service FBO shall provide:
 - (a) Hangar(s), which shall contain no less than
 - (1) 10,000 square feet of enclosed space with adequate dimensions to accommodate dedicated storage of piston aircraft normally frequenting or based at the Airport;
 - (2) 2,500 square feet of properly lighted, heated and air-conditioned building space for an office, restrooms, and public use areas.
 - (b) Paved apron and ramp area, which shall contain:
 - (1) A fueling area of not less than 4,500 square feet (exclusive of the transient parking apron);
 - (2) Dedicated transient apron parking area not less than 10,000 square feet; and
 - (3) A minimum of six (6) paved tie-down spaces (exclusive of transient apron parking).
 - (c) A minimum paved area sufficient to park and maneuver a minimum of ten (10) automobiles for employee and patron parking.
4. The FBO shall not alter, remove, place, or construct on the Airport any building, structure, tie-down, ramp, paving, taxi area, or other improvement or addition without the prior approval of the City. In the event of any construction, the City may, at its discretion, require an appropriate bond to guarantee the completion of construction and/or demolition. The City reserves the right to review any proposals for construction on the Airport, particularly in regard to conformity with the existing Airport Layout Plan. Any proposal for construction on the Airport shall be aesthetically compatible with existing buildings on the Airport.



C. Hours and Standards of Operation

A Full-Service FBO shall be properly staffed to provide adequate and efficient ramp services during minimum normal operating hours between 7:00 A.M. and 7:00 P.M. local time, seven (7) days a week, as well as other hours when necessitated by business or emergency conditions. The Full-Service FBO shall be open outside of normal business hours upon request to provide aeronautical services to emergency service providers (e.g., police, fire, or medical). Outside of regular business hours, the Full-Service FBO shall be available on-call (within 1 hour) to provide services upon request.

A Limited-Service FBO's fuel facilities and public office space shall be accessible to the public 24 hours per day, seven days per week, utilizing an electronic security system approved in advance by the Airport Manager. The Limited-Service FBO shall ensure that a supervisor is on-call at all times to respond to customers at its facility.

All FBO facilities, including the fuel area and ramp, shall be lighted during nighttime hours or during inclement weather.

D. Required Services

Full-Service and/or Limited-Service FBOs are required to provide the following services:

1. Full- Service FBO Line Service.

A Full-Service FBO shall, during normal business hours, provide line service as follows:

- (a) Ramp parking and tie-down assistance, including ramp personnel and vehicles as appropriate;
- (b) Tie-down ropes, chains, and anchors;
- (c) Aircraft-to-FBO/terminal ground transportation for transient passengers and pilots;
- (d) Proper equipment for repairing and inflating aircraft tires, servicing struts, washing aircraft and aircraft windows, and recharging or energizing discharged aircraft batteries and starters;
- (e) Aircraft towing services utilizing motor driven drawbar vehicles capable of moving single and multi-engine aircraft of the kinds regularly expected to use the FBO;
- (f) Mobile electrical ground power assistance with a minimum 14/28-volt, 1,600 ampere surge capacity; and
- (g) Cabin cleaning, including on-board toilet cleaning, and catering services.



2. Assistance to Disabled Aircraft.

A Full-Service FBO shall, on thirty (30) minutes' notice during normal business hours, and two (2) hours' notice after normal business hours, provide equipment and trained personnel to remove disabled aircraft with a gross weight of 12,500 pounds or less from the Air Operations Area (AOA), and shall be required to perform such service on request of, and with acceptable release from, the owner or operator of the disabled aircraft, or the Airport Manager or his or her designee.

3. Additional Specialized Commercial Aeronautical Activities.

FBOs shall provide additional specialized Commercial Aeronautical Activities as follows:

- (a) Full-Service FBOs shall provide Aircraft Engine and Airframe Maintenance and Hangar Keeper services for both piston and jet aircraft.
- (b) Limited Service FBOs shall provide Hangar Keeper services for piston aircraft.

An FBO may, at its option, provide additional Commercial Aeronautical Activities beyond those required in this Section. In providing any specialized Commercial Aeronautical Activities, FBOs must comply with the minimum standards and requirements pertinent to such Commercial Aeronautical Activity as set forth in Article VII below.

4. Additional Customer Services.

A Full-Service FBO shall provide a facility and trained employees who are capable of providing the following:

- (a) UNICOM equipment to facilitate airborne customer requests;
- (b) A discreet flight-planning area properly equipped with appropriate wall charts, AIM, NOTAMs board, and a local-access telephone to contact the Flight Services Station;
- (c) A pilot's lounge and rest area capable of allowing pilots to sleep if necessary;
- (d) Conveniently located courtesy telephones;
- (e) A convenient, comfortably heated and furnished, public waiting area with adjoining restroom facilities for crew and passengers;
- (f) A discrete vending area within the FBO premises with the availability of both hot and cold beverages and prepackaged snacks (for sale or gratis at the FBO's option);



- (g) If applicable, aviation-grade inflight oxygen refills upon twenty-four (24) hours' notice; and
- (h) Acceptance of one or more national-bank and one or more oil-company credit cards for fueling, line, and related services.

E. Fueling Services

1. No person, firm, or corporation which is not an FBO shall sell and dispense aviation fuel at the Airport.
2. A Full-Service FBO shall provide Jet A and 100 octane aviation gasoline for sale to the public as a Commercial Aeronautical Activity. A Limited Service FBO shall provide 100 octane aviation gasoline for sale to the public as a Commercial Aeronautical Activity and shall *not* offer Jet A for sale to the public.
3. An FBO shall not initiate fuel sales unless and until the Airport Manager certifies that the FBO is in full compliance with all applicable Minimum Standards.
4. Should the FBO at any point fail to provide all services required of an FBO under these Minimum Standards or otherwise fail to fully comply with all applicable Minimum Standards, the City may deny or withdraw the FBO's authorization to provide aviation fuels.
5. The Airport Manager may periodically conduct inspections of the FBO's leased premises to certify that the FBO is in compliance with all applicable sections of these Minimum Standards and applicable law.
6. The FBO shall prepare, implement and maintain a current spill prevention and countermeasure (SPCC) plan in accordance with applicable federal, state, city, and Airport laws, rules and regulations, which shall be consistent with the Airport's current SPCC or BMP Plan. The FBO shall submit a SPCC plan shall be submitted every two (2) years to the City's engineering division of the office of infrastructure and public services for review and approval. In the event the FBO fails to submit a SPCC plan or such plan is not approved, the Airport Manager shall have the authority to suspend from the FBO's ability to store, sell, or dispense fuel until such time as a SPCC plan is submitted and approved.
7. Each FBO shall also develop and maintain Standard Operating Procedures (SOP) for fueling and line services (if applicable).
8. A Full-Service FBO shall install, maintain, and utilize, at a minimum:
 - (a) Storage tank(s) for Jet A fuel with a capacity of at least 12,000 gallons;



- (b) Storage tanks(s) for 100 octane aviation gasoline with a capacity of at least 5,000 gallons; and
 - (c) Pumping equipment consisting of at least two metered filter dispenser for two grades of fuel.
9. A Limited-Service FBO shall install, maintain, and utilize, at a minimum, storage tank(s) for 100 octane aviation gasoline with a capacity of at least 2,000 gallons, and self-service pumping equipment to service such tanks.
10. FBOs and FBO personnel shall comply with the latest edition of the National Fire Protection Association publication 407 (NFPA 407) as adopted by the City, and the following rules concerning the refueling, defueling, oil services and sumping of aircraft, and the place of fuels in storage tanks or dispensers. The FBO shall also use its best efforts to ensure that its customers comply with these rules, to the extent applicable. In the event of a conflict between these Minimum Standards and NFPA 407, NFPA 407 shall control.
- (a) No aircraft shall be refueled or defueled while aircraft engines are running or being warmed by application of heat, and/or while such aircraft is in a hangar. Aircraft shall be refueled on hard surface areas only and only in areas approved by the Airport Manager.
 - (b) No person shall smoke or permit any open flame on the airfield within the perimeter fence, within 100 feet of an aircraft undergoing fuel servicing, or within 50 feet of any hangar.
 - (c) Prior to the fuel servicing of any aircraft, it and the fuel dispensing equipment shall be grounded to a point or points of zero electrical potential in order to prevent the possibility of static ignition of volatile liquids.
 - (d) All equipment used to store or deliver fuel to aircraft or vehicles shall be inspected by a qualified representative of the City or the City's contracted environmental services provider on a quarterly basis. The City or its contracted environmental services provider is authorized to require and enforce the immediate cessation of fuel service operations under conditions which they deem jeopardizes public safety. All other situations which violate any provisions contained herein shall be cured by the FBO in a timely manner as determined by the Airport Manager. All inspection fees shall be the responsibility of the FBO.
 - (e) Fueling, pumps, meters, hoses, nozzles, fire extinguishers, and grounding devices shall be UL-approved where applicable and will be kept in compliance with City, state, and federal requirements and standards at all times.



- (f) Fuel pumps shall be powered and the flow shall be controlled by a deadman flow control in the nozzle. Nozzles shall have a cable with a plug or clip for bonding to the aircraft. Pouring or gravity flow shall not be permitted.
- (g) Fuel systems shall have a means for quickly and completely stopping fuel flow in the event of an emergency. Fuel dispensing containers shall have a valve mechanism such that water or other contaminants can be drained from the lowest portion of the tank. An in-line filtration system utilizing a 5-micron or less fuel filter element shall be included in the dispensing system. Fuel systems must be equipped with a Primary Automatic Shutdown System (i.e., “Scully Type” system) when bottom loading of mobile refuelers from the fuel farm per NFPA 407 requirements.
- (h) When a malfunction of the refueling equipment is detected, all refueling operations shall cease immediately and the malfunctions or irregularities detected on or within the aircraft being serviced will be brought to the attention of the aircraft owner or the FBO immediately.
- (i) Crews engaged in the fueling and defueling of aircraft shall exercise extreme caution to prevent spills. When a spill occurs, servicing will cease, the ARFF (Tuscaloosa Fire Rescue Station 12) will be notified immediately, and spills will be removed or absorbed with suitable material dependent upon the nature of the spill, and approval by the Airport Manager, and in conformance with all local, state, and federal rules.
- (j) At least one supervisor with a party storing, selling or dispensing fuel at the Airport must have completed an aviation fuel training course in fire safety that is authorized by the Airport Manager. Such an individual must be trained prior to initial performance of duties, or enrolled in an authorized aviation fuel training course that will be completed within ninety (90) days of initiating duties, and receive recurrent instruction at least every twenty-four (24) consecutive calendar months.
- (k) All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel must receive at least initial on-the-job training and recurrent instruction every twenty-four (24) consecutive calendar months in fire safety from the supervisor trained in accordance with subsection 10(j).
- (l) A written confirmation shall be submitted to the airport manager once every twelve (12) consecutive calendar months from each party storing, selling or dispensing fuel at the Airport that the training required by subsection 10(j) and 10(k) have been accomplished.
- (m) During fuel handling operations in connection with any aircraft, no less than two (2) CO₂ or approved dry chemical fire extinguishers of ten pounds or larger shall be immediately available for use in connection therewith.



- (n) No person shall perform or allow performance of any refueling activity when lightning is observed in the immediate vicinity of the Airport or during an electrical storm.
 - (o) No person shall use any material or equipment during fueling and defueling operations which is likely to cause a spark or ignition.
 - (p) No person shall start the engine of an aircraft when there is a flammable substance on the ground under or around the aircraft.
 - (q) All hoses, funnels, and appurtenances used in fueling and defueling operations shall be equipped with a grounding device to prevent ignition of volatile liquids. Furthermore, funnels shall be metal and have a capacity of not less than two (2) gallons to reduce the risk of spillage.
 - (r) No aircraft shall be fueled or defueled while passengers are on board the aircraft.
 - (s) No airborne radar equipment shall be operated or ground tested on any area wherein the directional beam of high intensity radar is within 300 feet, or low intensity radar (less than 50 KW output) is within 100 feet of another operation or aircraft refueling truck.
 - (t) During fueling and defueling, fuel handling devices and vehicles shall be placed so as to be readily removed in the event of fire so as to permit direct driving away from the loading or fueling position. Not more than one refueling truck shall be positioned to serve the same aircraft.
 - (u) Fuel shall not be transferred from a vehicle fuel system to an aircraft fuel tank or intermediary tank for the purpose of fueling aircraft.
 - (v) Storage, handling, and dispensing of fuel shall be in compliance with all applicable federal, state, local and EPA requirements, including but not limited to FAA-required training of personnel performing fueling.
11. If an FBO is required or elects to operate a 24-hour 100 octane aviation gasoline self-fueling station, the FBO must submit a proposal to construct and/or operate this station to the City, and the City may approve or disapprove such proposal in its reasonable discretion.

F. Right to Self-Fueling Reserved

Nothing in this Section VI is intended to prohibit self-service of aircraft by employees or affiliates of Commercial Aeronautical Operators consistent with the City's Grant Assurance 22 obligations, so long as such self-service is conducted in accordance with the Airport Rules and Regulations and all other applicable law.



VII. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOS)

A. Minimum Standards for all SASOs

In addition to meeting the requirements of Article V above, every Specialized Aeronautical Service Operator shall comply with the following minimum requirements of this Paragraph A as well as any applicable standards for the relevant Commercial Aeronautical Activities provided.

1. Land and Improvements.

SASOs shall lease from the City or from a FBO an area of sufficient size, shape, and location as more specifically set forth below.

SASOs shall construct, lease, sublease, or have a written agreement to use sufficient: (1) paved onsite automobile parking space in compliance with the prevailing municipal zoning and building codes to provide the required automobile parking spaces to accommodate employees and customers parking with no on-street parking; and, where appropriate, (2) a paved aircraft apron to accommodate the SASO's activities, services, operations, and adequate tie-down facilities

2. Hours of Operation; Public Presence.

Each SASO shall have its premises open and services available on an as needed basis sufficient to meet the needs of its users.

Each SASO shall maintain (a) a public website and (b) signage on its facility at the Airport prominently displaying its services, location, contact information, and hours of operation. All SASO signage is subject to review and approval of the Airport Manager and must be consistent with the architectural designs of the SASO's facility.

3. Personnel.

Each SASO shall employ and have on duty sufficient trained personnel to meet the Minimum Standards for each Commercial Aeronautical Activity provided during operating hours.

Each SASO shall provide the Airport Manager with a point-of-contact, including telephone numbers, for personnel empowered to make decisions in emergency situations.

SASOs shall hold all licenses and certifications required to perform each Commercial Aeronautical Activity provided. The SASO shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the SASO's services.

4. Prohibited Activities.



The sale of fuel by SASOs is prohibited. Unless explicitly specified in the applicable Agreement, a SASO shall not own or operate a fuel farm for commercial purposes on the Airport. SASOs shall be strictly limited to self-fueling of their own aircraft. SASOs are not permitted to dispense fuel into any aircraft other than those it owns or leases, regardless of whether it is paid to do so. SASOs must comply with federal, state, and local laws, and City directives, regarding the placement, operation, and maintenance of any fuel farms on the Airport.

B. Aircraft Rental (Commercial Only)

A Commercial Aeronautical Operator may offer aircraft for rent to the public subject to the following requirements:

1. Personnel.

Each Commercial Aeronautical Operator offering aircraft for rent shall employ and have on duty personnel sufficiently qualified to conduct aircraft rentals and provide other customer service as necessary.

2. Land and Improvements.

Each Commercial Aeronautical Operator providing aircraft for rent shall construct, lease, or sublease hangar space large enough to accommodate the largest aircraft in operator's fleet at the Airport maintained by operator, sufficient office and interior space (including restrooms, which may be used in common with other Commercial Aeronautical Operators) to conduct business, an amount of paved area or hangar space on the Airport sufficient to safely accommodate at least one (1) aircraft to be offered for rent, and an adequate amount of paved parking for automobiles for its employees and customers.

3. Service and Equipment.

Each Commercial Aeronautical Operator providing aircraft for rent shall own or have under a written lease, and have available to rent to persons with an appropriate and current pilot certificate, a sufficient number of aircraft, one of which must be equipped for and capable of flight under instrument weather conditions, to meet the proposed scope of its operation.

Such aircraft must meet all federal and state laws and regulations including, but not limited to, those regulations promulgated by the FAA, and such aircraft shall be airworthy and suitably maintained and certificated.

Each Commercial Aeronautical Operator offering aircraft for rent shall further provide:

- If requested by the City or any customers, up to date service records for all aircraft offered for rent.
- Proper check lists and operating manuals aboard all aircraft offered for rent.



C. Avionics, Instruments, or Propeller Sales and Servicing

A Commercial Aeronautical Operator may offer repair, sales, and service of aircraft avionics, radios, instruments and other limited class ratings for propellers, accessories, and powerplants (collectively, “Avionics Sales and Servicing”) subject to the following requirements:

1. Personnel.

Each Commercial Aeronautical Operator providing Avionics Sales and Servicing shall employ and have on duty during the appropriate business hours trained personnel sufficiently in such numbers as are required to provide the specified services in an efficient manner qualified to perform such Avionics Sales and Servicing and other customer service, as necessary. All personnel performing such repairs must hold all applicable certificates and ratings required under 14 C.F.R. Parts 65 and 145 and hold at least a Class I or Class II rating.

2. Land and Improvements.

Each Commercial Aeronautical Operators providing Avionics Sales and Servicing shall construct, lease, or sublease an area providing sufficient hangar space for removal and replacement services, sufficient space for a benchwork maintenance area, sufficient office and interior space (including restrooms, which may be used in common with other Commercial Aeronautical Operators) to conduct business, and adequate paved automobile parking for customers and employees.

3. Service and Equipment

Each Commercial Aeronautical Operator operating avionics maintenance facilities to the public for hire shall provide adequate shop space to house the equipment and adequate equipment as required to perform repairs and maintain certification as a repair station under applicable FAA regulations.

D. Air Charter and Taxi Service

A Commercial Aeronautical Operator may offer Air Taxi/Charter services subject to the following requirements:

1. Personnel.

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty trained personnel sufficiently qualified and in such numbers as are required to provide all necessary aspects of the Air Taxi/Charter service and other customer service in an efficient manner, as necessary. Such personnel shall include, without limitation, an FAA-certified commercial pilot with instrument rating for each aircraft and who is authorized to conduct Air Taxi/Charter operations.

2. Land and Improvements.



Each Commercial Aeronautical Operator conducting an Air Taxi/Charter service shall construct, lease, sublease, or have a written agreement to use an area large enough to accommodate the largest aircraft in operator's fleet at the Airport sufficient office and interior space (including restrooms, which may be used in common with other Commercial Aeronautical Operators) to conduct business, and adequate paving parking area for its customers and employees.

3. Services and Equipment.

Each Commercial Aeronautical Operator conducting an Air Taxi/Charter service shall be required to provide the following:

- Sufficient properly certificated aircraft meeting all requirements of the certificates held. All such aircraft shall be owned by, or by written agreement leased to, the Commercial Aeronautical Operator conducting the Air Taxi/Charter service. The Commercial Aeronautical Operator shall maintain airframe, engine, and propeller (if applicable) logbooks for inspection by the City upon reasonable notice.
- Sufficient properly certificated and qualified crew to operate the aircraft to be used for the provided Air Taxi/Charter service.
- Sufficient ground service equipment to perform the provided Air Taxi/Charter service.
- Passenger lounge and restroom facilities, which may be shared in common with other Commercial Aeronautical Operators subject to review and approval by the City.
- Adequate table, desk, or counter for checking in passengers, handling ticketing or fare collection, and handling luggage.

4. Certifications.

Each Commercial Aeronautical Operator conducting an Air Taxi/Charter service shall hold a valid FAA Commercial Air Taxi Operator's Certificate, be fully registered with the FAA and any other federal, state, or local government agency requiring such registration, and hold ratings appropriate to, and licensing for, the Air Taxi/Charter functions to be performed.

E. Air Tours

A Commercial Aeronautical Operator may offer Air Tour Services subject to the following requirements:

1. Personnel.

At all times when open for business, the Commercial Aeronautical Operator shall employ and have on duty personnel sufficiently qualified to provide all necessary aspects of the Air Tour Service and other customer service, as necessary. Such personnel shall include, without limitation, sufficient properly certificated and qualified crew to operate the aircraft used for the provided Air Tour Service.



2. Land and Improvements.

Each Commercial Aeronautical Operator conducting an Air Tour Service shall construct, lease, sublease, or have a written agreement to use hangar space large enough to accommodate the largest aircraft in the operator's fleet, sufficient office and interior space (including restrooms, which may be used in common with other Commercial Aeronautical Operators) to conduct business, and paved parking adequate for automobiles of its employees and customers.

3. Services and Equipment.

Each Commercial Aeronautical Operator conducting an Air Tour Service shall be required to provide the following:

- Sufficient properly certificated aircraft meeting all requirements of the certificates held. All such aircraft shall be owned by, or by written agreement leased to, the Commercial Aeronautical Operator conducting the Air Tour Service.
- Sufficient properly certificated and qualified crew to operate the aircraft to be used for the provided Air Tour Service.
- Sufficient ground service equipment to perform the provided Air Tour Service.
- Passenger lounge and restroom facilities, which may be shared in common with other Commercial Aeronautical Operators subject to review and approval by the City.
- Adequate table, desk, or counter for checking in passengers and handling ticketing or fare collection.

4. Certifications.

Each Commercial Aeronautical Operator offering an Air Tour Service shall hold a valid FAA Letter of Authorization authorizing such Commercial Aeronautical Operator to conduct commercial air tour operations under 14 C.F.R. § 91.147, hold any other authorizations required by the FAA or the U.S. Department of Transportation to provide an Air Tour Service, be fully registered with the FAA and any other federal, state, or local government agency requiring such registration, and hold all ratings appropriate to, and licensing for, the Air Tour Service functions to be performed. Each such Commercial Aeronautical Operator shall at all times comply with all of the requirements and restrictions of such FAA Letter of Authorization and of any other federal, state, or local authorization required to conduct an Air Tour Service.

F. Aircraft Engine and Airframe Maintenance and Accessory Sales

A Commercial Aeronautical Operator may offer aircraft engine and airframe maintenance and sales of aircraft engine or airframe accessories subject to the following requirements:

1. Personnel.



Each Commercial Aeronautical Operator operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall have in its employ and on duty during the appropriate business hours such trained personnel in such numbers as are required to provide the services needed, which must include at least one person currently FAA-certificated with ratings appropriate to the work being performed and holding an airframe, power plant, or aircraft inspector rating available during regular business hours and on call by readily accessible means at other hours during the day or night, or at such hours as may be specified by the City. Each Commercial Aeronautical Operator must also have in its employ and on duty during the appropriate business hours at least one person holding a current FAA Inspection Authorization.

2. Land and Improvements.

Each Commercial Aeronautical Operator conducting aircraft engine, airframe and accessory maintenance shall construct, lease, or sublease an area providing a minimum of 10,000 square feet of hangar space, 1,500 square feet of office space (including restrooms to be available for employees and customers), and adequate paved parking space to accommodate automobiles for employees and customers.

3. Services and Equipment.

Each Commercial Aeronautical Operator operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

- Sufficient equipment, supplies, manuals and availability of parts required for certification by the FAA.
- Sufficient inside and/or outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed, other than major repairs or alterations of less than twenty-four (24) hours' duration.
- Adequate shop space to house the equipment and adequate equipment as required to perform repairs.
- City-approved facilities or areas for washing and cleaning aircraft if operator engages in said business.

G. Flight Training

Commercial Aeronautical Operator may offer flight training or instruction subject to the following requirements:

1. Personnel.

Each Commercial Aeronautical Operator conducting flight training or instruction activities shall provide at least one (1) full-time pilot who is properly certified by the FAA as a flight instructor and who is available to students at competitive rates at any time during normal school hours by



appointment to provide the type of training offered. The Commercial Aeronautical Operator shall provide a copy of any instructor's certificate to the City upon reasonable notice.

2. Land and Improvements

Each Commercial Aeronautical Operator conducting flight training or instruction shall construct, lease, or sublease an area providing a minimum of two (2) tie-down ramp spaces, or hangar space large enough to accommodate the largest aircraft in operator's fleet at the Airport, and seven hundred fifty (750) square feet of office space (including restrooms to be available for employees and customers), provided that such hangar and office space shall be sufficient to allow flight instructors to properly instruct student pilots.

3. Services and Equipment

Each Commercial Aeronautical Operator conducting flight training or instruction activities shall provide:

- A regular schedule of business hours and reasonable availability by appointment.
- At least two (2) properly certified aircraft equipped for flight instruction, at least one of which must be equipped for and capable of use in instrument flight instruction, and such additional types of aircraft as may be required to give flight instruction of the kind advertised.
- Adequate office and classroom space for students, proper restroom and seating facilities, and a student service counter, and adequate automobile parking for students and staff.
- Ability to meet certification requirements of the FAA for the flight training proposed.
- Adequate facilities for storing, parking, servicing, and repairing all its aircraft or satisfactory arrangements with other operators licensed or otherwise permitted on the Airport for such services.

H. Hangar Keepers

Subject to the following requirements, a Commercial Aeronautical Operator may rent or lease hangar space to Airport users solely for the storage of aircraft.

1. Personnel

The Commercial Aeronautical Operator shall employ personnel sufficiently qualified to rent and lease hangar storage space to aircraft owners and perform other customer service, as necessary.

2. Land and Improvements

Each Commercial Aeronautical Operator engaging in the business of renting or leasing hangar storage space to aircraft owners shall construct, lease, or sublease an area providing a minimum of



10,000 square feet of hangar space dedicated to the storage of turbo/jet aircraft, and/or 6,000 square feet of hangar space dedicated to the storage of piston aircraft, 1,000 square feet of office space (including restrooms and public area), and sufficient ramp space to accommodate the expected aircraft. If the Commercial Aeronautical Operator intends to rent or lease hangar space to larger categories of aircraft, the Airport Manager in his discretion may reasonably increase these space requirements.

3. Services and Equipment.

Each Commercial Aeronautical Operator engaging in the business of renting or leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall:

- Ensure that facilities that are constructed are in accordance with plans and specifications as approved by the City.
- Require all tenants who sublease space to have an executed Agreement with the Commercial Aeronautical Operator prior to occupancy, the form of which provides adequate indemnification protection for the City. A copy of the standard sublease form must be approved by the City in writing prior to commencement of leasing activities. The City will use all reasonable efforts to approve or deny this sublease within ninety (90) days.
- Unless otherwise approved by the Airport Manager in writing, ensure that hangar tenants perform no maintenance within the hangar other than: (1) hangar tenants performing preventive maintenance on their own aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. § 43.7 (federal regulations regarding the specific persons authorized to approve aircraft or component parts for return to service after maintenance, preventive maintenance, rebuilding, or alteration); or (2) other maintenance permitted by FAA's final policy on the non-aeronautical use of airport hangars.
- Except as otherwise permitted by these Minimum Standards with respect to Fuel CO-Ops, ensure that hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public. (Nothing in this paragraph is intended to restrict the right of an aircraft operator to self-fuel consistent with the Rules and Regulations and applicable law.)
- Ensure that hangar space is used for aeronautical purposes and that, to the extent that non-aeronautical items are stored in a hangar, those items are either incidental to aeronautical use consistent with then-current FAA policy, or the non-aeronautical use has been approved by FAA.

In addition, every Commercial Aeronautical Operator engaged in the business of renting or leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall comply with the following:



- No individual fuel facilities will be allowed without prior written approval from the City. The City reserves the right in its sole discretion to approve or deny the location of any fuel facility on the Airport.
- Connecting pathway improvements to the site must be submitted to the City for prior written approval. The City reserves the right to require that costs for such improvements be borne by the Commercial Aeronautical Operator.

I. Unmanned Aerial Systems (UAS) Operators

A Commercial Aeronautical Operator may operate or maintain an Unmanned Aerial System (“UAS,” sometimes referred to as a “drone”) for commercial purposes on the Airport subject to the following requirements:

1. Personnel.

Each Commercial Aeronautical Operator engaged in the operation or maintenance of a UAS for commercial purposes on the Airport shall provide:

- A sufficient number of personnel to adequately and safely carry out the services and activities in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- Have in place established and formalized safety protocols, as approved by the Airport Manager.
- A person dedicated to maintenance and leasing.

2. Land and Improvements.

Each Commercial Aeronautical Operator engaged in the operation or maintenance of a UAS for commercial purposes on the Airport shall construct, lease, or sublease an area adequate for the proposed operations.

3. Services and Equipment.

Each Commercial Aeronautical Operator engaged in the operation or maintenance of a UAS for commercial purposes on the Airport shall:

- Maintain all FAA-required certifications for the type of UAS to be used in the operation.
- Comply with all directives given by the Airport Manager as to the time, place and manner UAS operations on the Airport.
- Comply with all applicable rules, regulations, advisory circulars, and statements of policy or other directives issued by the Federal Aviation Administration as well as in any Certificates of Waiver or Authorization (“COA”) and/or any other FAA authorizations.



4. Safety Management Systems.

Regardless of whether SMS compliance would otherwise be required by FAA policies or orders, the Commercial Aeronautical Operator shall complete an SMS process in compliance with FAA Order 5200.11 (and any accompanying FAA guidance documents) prior to the City entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator.

The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.

J. Skydiving/Parachute Jumping and Ultralights

A Commercial Aeronautical Operator may offer skydiving/parachute jumping or the rental, sale, or use of ultralight aircraft for commercial purposes (collectively, “Skydiving/Ultralight Services”) subject to the following requirements:

1. Personnel.

Each Commercial Aeronautical Operator offering Skydiving/Ultralight Services shall provide:

- A sufficient number of personnel to adequately and safely carry out such Skydiving/Ultralight Services in a courteous, prompt, and efficient manner adequate to meet the reasonable demands of the public seeking such services.
- A person dedicated to maintenance and leasing of any aircraft used in the Commercial Aeronautical Operator’s Skydiving/Ultralight Services.

2. Land and Improvements.

Each Commercial Aeronautical Operator offering Skydiving/Ultralight Services shall construct, lease, or sublease an area adequate for the proposed operations, and an appropriately sized parachute drop zone as designated by the City.

3. Services and Equipment.

Each Commercial Aeronautical Operator offering Skydiving/Ultralight Services shall:

- Maintain all applicable FAA-required certifications associated with the Skydiving/Ultralight Services.
- Comply with all directives given by the Airport Manager as to the time, place, and manner of such skydiving/parachute jumping and/or ultralight aircraft operations on the Airport.



- Comply with all applicable rules, regulations, advisory circulars, statements of policy, and other directives issued by the Federal Aviation Administration.

4. **Safety Management Systems.**

Regardless of whether SMS compliance would otherwise be required by FAA policies or orders, each Commercial Aeronautical Operator providing Skydiving/Ultralight Services shall complete an SMS process in compliance with FAA Order 5200.11A (and any accompanying FAA guidance documents) prior to the City entering into an Agreement. The costs associated with compliance shall be borne by the Commercial Aeronautical Operator.

The SMS process shall examine at least (i) on-Airport safety considerations; (ii) off-Airport safety considerations; and (iii) airspace issues associated with the proposed operations. The Commercial Aeronautical Operator must commit in writing to implement all recommendations that result from the Safety Risk Management panel and to fund the cost of any safety actions that are so recommended.

K. Non-Airport Based Mechanic Services

1. A Person providing only Non-Airport Based Mechanic Services shall not generally be required to lease space from the City or at the Airport on an exclusive basis.
 2. A Person providing Non-Airport Based Mechanic Services shall hold an aircraft mechanic certificate with both the airframe and powerplant ratings issued by the FAA under 14 C.F.R. Part 65 and hold a current inspection authorization issued by the FAA under 14 C.F.R. Part 65.
 3. A Person providing Non-Airport Based Mechanic Services shall obtain and have a current Agreement issued by the City. Such Agreement shall be effective for the time which is demonstrated to be needed to perform the required services but in no event shall be effective for more than one (1) year.
 4. A Person providing Non-Airport Based Mechanic Services shall comply with all applicable Minimum Standards and Rules and Regulations issued by the City, including providing proof of the insurance coverages required by these Minimum Standards.
 5. A Person providing Non-Airport Based Mechanic Services shall conduct all work in a safe and reasonable manner.
 6. A Person providing Non-Airport Based Mechanic Services shall comply with all directives given by the Airport Manager.
 7. A Person providing Non-Airport Based Mechanic Services shall provide sufficient equipment and supplies to allow for the safe and expeditious accomplishment of the provided service.
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8. A Person providing Non-Airport Based Mechanic Services shall only provide services to an Airport tenant in such tenant's exclusively leased hangar. Notwithstanding the foregoing, minor maintenance *may* be performed in common use hangars (i.e., "community hangars") if the applicable tasks may be completed in a short period of time and without disruption of other tenants or the safe and efficient use of such hangars, as determined in the sole discretion of the City. In no event may annual inspections or heavy maintenance be performed in a common use hangar.

L. Independent Flight Instructors

1. An Independent Flight Instructor that does not meet the requirements for a Flight School or does not otherwise exclusively lease space at the Airport will be permitted to provide aircraft flight instruction on a limited, part-time basis at times of their choosing with prior written authorization pursuant to an Agreement with the City as set forth herein.
2. Individuals providing only services associated with flight recurrency, instrument proficiency checks, or similar services are not Independent Flight Instructors and are not subject to this Article VII.L.
3. Prior to any flight instruction on the Airport, the proposed Independent Flight Instructor must provide, either separately or within the written Agreement:
 - (a) A specific description of the flight instruction to be offered and the N-number of the aircraft to be used.
 - (b) A description of the area on the Airport where the flight instruction will be provided.
 - (c) Proof of proper and current licenses certified by the FAA, with appropriate ratings to cover the type of training offered.
 - (d) Written assurance that all federal, state, and local statutes, rules, and regulations will be complied with at all times.
 - (e) A certification indemnifying and holding harmless the City for operations on the Airport.
 - (f) Written assurance that any flight training services shall be provided only on a part-time, independent basis.
4. The Agreement issued to the Independent Flight Instructor shall be specifically limited to the conditions set forth above (e.g., the flight instruction shall only be provided using the named aircraft), and shall not exceed a term of one (1)



year. If the Independent Flight Instructor intends to provide additional services, a new or amended Agreement must be executed.

5. The City will reserve the right to terminate an Agreement with a purported Independent Flight Instructor if it determines in its reasonable discretion that the operations of such individual should be subject to the requirements for a Flight Training SASO under Article VII.G. This includes, but is not limited to, the use of multiple aircraft, hiring of dedicated flight instructors, or public marketing of flight training services, all of which are inconsistent with operation as an Independent Flight Instructor.

M. Non-Commercial Flying Clubs

Each Non-Commercial Flying Club (“Flying Club”) must comply with the following requirements:

- Each Flying Club shall be an Alabama nonprofit corporation or partnership.
- Each Flying Club shall keep a complete aircraft list on file and available for review by the City or its designated representative. In the event that this list changes, the Flying Club shall provide a revised version to the City immediately.
- Each Flying Club shall keep on file with a current list of its designated representative, the current operating rules and the location and address of that Flying Club’s registered office. In the event that this information changes, the Flying Club shall provide a revised version to the City immediately.
- No Flying Club may conduct any commercial activity.
- Flying Club members may conduct flight instruction relating to aircraft checkout and/or currency for other members. No Flying Club may permit its aircraft to be utilized for commercial flight instruction by any person other than members of that Flying Club. Any flight instruction utilizing a Flying Club’s aircraft is only permitted if both the flight instructor and the student are members of that Flying Club.
- Flying Club aircraft shall only be used by that Flying Club’s members.
- Each Flying Club may rent Flying Club aircraft only to members of that Flying Club.
- Each Flying Club shall have at least one (1) aircraft which is fully airworthy and possesses all necessary documentation and inspections to be legally operated with passengers on board.



N. Other Aeronautical Functions

This section addresses other Commercial Aeronautical Activities (“Miscellaneous Aeronautical Functions”) that are too varied to reasonably permit the establishment of specific minimum standards for each. Miscellaneous Aeronautical Functions include but are not limited to:

- Aerial Application Services
- Aerial photography or surveying
- Aircraft exterior painting
- Aircraft cleaning and washing
- Aircraft interior modification including, but not limited to, custom seating and finishing;
- Aircraft sales
- Aircraft salvage
- Banner towing and aerial advertising
- Fire-fighting
- Non-stop sightseeing flights
- Power line or pipeline patrol
- Whole or part aircraft type modifications under the auspices of a Supplemental Type Certificate
- Any other Commercial Aeronautical Activity not otherwise specifically addressed in Article VI or Article VII.

If any of the Miscellaneous Aeronautical Functions listed above overlaps with a Commercial Aeronautical Activity addressed in Article VI or elsewhere in this Article VII, and such Miscellaneous Aeronautical Function is described more specifically than that Commercial Aeronautical Activity, the requirements of this section shall apply to the Miscellaneous Aeronautical Function.

Each repair service listed in this section may be offered only under an appropriate FAA-certified Repair Station license of either a class or limited rating as defined in 14 C.F.R. Part 145.

This Section VII.O shall only apply to those Entities which are conducting regular and frequent Commercial Aeronautical Activities, in the sole opinion of the City. The City may require that



any Entity performing any Commercial Aeronautical Activity at or from the Airport comply with the Minimum Standards, whether or not that Entity or its aircraft are based on the Airport.

The proposed Commercial Aeronautical Operator of a Commercial Aeronautical Activity under this section shall meet the general requirements applicable to Commercial Aeronautical Operators in these Minimum Standards. The City shall determine, in its reasonable discretion, whether the proposed Commercial Aeronautical Operator shall be subject to any additional requirements.

[END OF MINIMUM STANDARDS; APPENDICES ATTACHED]

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APPENDIX A: INSURANCE REQUIREMENTS

Unless otherwise specified in this Appendix A, all Fixed Base Operators shall maintain the insurance types at the minimum limits specified in Table A and all other Commercial Aeronautical Operators shall maintain the insurance types at the minimum limits specified in Table B, all in accordance with Section V.C of these Minimum Standards. Coverage limits required herein may be achieved by an individual primary policy, or in combination with an Umbrella/Excess Liability policy.

All coverage required under this Appendix A shall include the following:

- The City of Tuscaloosa, Alabama as an additional insured;
- Provisions for waiver of subrogation in favor of the City of Tuscaloosa, Alabama and its employees and agents;
- Provisions for hold harmless in favor of the City of Tuscaloosa, Alabama and its employees and agents;
- Provisions for indemnification in favor of the City of Tuscaloosa, Alabama and its employees and agents.

Table A: Insurance Requirements for Fixed Base Operators

Insurance Type	Minimum Limits
Commercial General Liability*	\$5,000,000 combined single limit and each accident
Aircraft Liability**	\$5,000,000 general aggregate
Environmental and Pollution Liability	\$1,000,000 each occurrence
Fire Damage Liability	\$250,000 combined single limit and each occurrence
Hangar Keepers' Liability	\$250,000 each hangared aircraft and \$500,000 each occurrence
Commercial Auto Liability	\$1,000,000 each accident
Workers' Compensation	Alabama Statutory Limit

Table B: Insurance Requirements for Non-FBO Commercial Aeronautical Operators

Insurance Type	Minimum Limits
Commercial General Liability*	\$1,000,000 per occurrence, \$1,000,000 personal and advertising liability, \$2,000,000 product/completed operations aggregate, and \$2,000,000 general aggregate; \$5,000 medical expenses
Aircraft Liability**	\$1,000,000 general aggregate
Environmental Liability	\$1,000,000 combined single limit
Fire Damage Liability	\$250,000 combined single limit
Hangar Keepers' Liability	\$250,000 each hangared aircraft and \$500,000 each occurrence
Commercial Auto Liability^	\$1,000,000 each accident



Workers' Compensation	Alabama Statutory Limit
Student & Renter's Liability^^	\$500,000 combined single limit

* Must include (1) Premises and Operations coverage, (2) Premises Medical Payments coverage, (3) Contractual, Personal Injury, and Advertising Injury Liability, and (4) coverage for Mobile Equipment Liability.

** Applies to only those Commercial Aeronautical Operators who utilize an owned aircraft for their Commercial Aeronautical Activity.

^ Applies to those Commercial Aeronautical Operators who use a motor vehicle on or about the Airport.

^^ Applies to those Commercial Aeronautical Operators performing Aircraft Rentals or Flight Training.

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APPENDIX B: APPLICATION FEE SCHEDULE

Application Type	Application Fee
Independent/Mobile Commercial Aeronautical Operators	\$150.00