



**Gulfport-Biloxi  
International Airport**

MINIMUM STANDARDS FOR OPERATORS  
AND BUSINESSES

GULFPORT-BILOXI INTERNATIONAL AIRPORT

MINIMUM STANDARDS

FOR

OPERATORS AND BUSINESSES

ADOPTED: FEBRUARY 4, 2005

AMENDED: September 19, 2008

AMENDED: July 3, 2012

RECORD OF AMENDMENTS:

DATE

DESCRIPTION

09-19-2008

Section 3, ¶ 3.06 A  
Section 4, ¶ 4.08 A, B, D, E, F  
Section 5, ¶ 5.07 A, D, E, F  
Section 6, ¶ 6.01 D1  
                  ¶ 6.02 F1  
                  ¶ 6.03 F1  
                  ¶ 6.04 E1  
                  ¶ 6.05 D1  
                  ¶ 6.06 C  
                  ¶ 6.07 C  
                  ¶ 6.08 I 1a, 3a, 4a, 5a  
                  ¶ 6.10 F1, 2, 3, 4, 5, 6  
                  ¶ 6.11 D1  
                  ¶ 6.12 C1

07-03-2012

Section 8 Services Provided by Subcontractor

## C O N T E N T S

SECTION 1: <u>INTRODUCTION</u> .....	-1-
SECTION 2: <u>DEFINITIONS</u> .....	-3-
SECTION 3: <u>GENERAL MINIMUM STANDARDS FOR NON-COMMERCIAL TENANTS AND OPERATORS</u> .....	-6-
SECTION 4: <u>GENERAL MINIMUM STANDARDS FOR COMMERCIAL TENANTS AND OPERATORS NOT OPERATING AS FIXED BASE OPERATORS.</u> .....	-10-
SECTION 5: <u>GENERAL MINIMUM STANDARDS FOR ALL FIXED BASE OPERATORS</u> ...	-15-
SECTION 6: <u>ADDITIONAL MINIMUM STANDARDS FOR SPECIFIC OPERATIONS:</u> ....	-21-
6.01. <u>ADDITIONAL MINIMUM STANDARDS FOR FLIGHT TRAINING AND GROUND SCHOOL</u> .....	-21-
6.02. <u>ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT RENTAL</u> ...	-22-
6.03. <u>ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT SALES:</u> ...	-24-
6.04. <u>ADDITIONAL MINIMUM STANDARDS FOR AIR TAXI AND CHARTER SERVICE</u> .....	-25-
6.05. <u>ADDITIONAL MINIMUM STANDARDS FOR AIR FREIGHT TRANSPORTATION</u> .....	-27-
6.06. <u>ADDITIONAL MINIMUM STANDARDS FOR AIRFRAME AND/OR POWER PLANT REPAIR</u> .....	-28-
6.07. <u>ADDITIONAL MINIMUM STANDARDS FOR RADIO, INSTRUMENT, OR PROPELLER REPAIR SERVICE</u> .....	-30-
6.08. <u>ADDITIONAL MINIMUM STANDARDS FOR DISPENSING OF AIRCRAFT FUELS, PROPELLANTS, AND OIL</u> .....	-31-
6.09. <u>ADDITIONAL MINIMUM STANDARDS FOR AERIAL APPLICATORS</u> .....	-50-
6.10. <u>ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT STORAGE, TIE-DOWN, AND OFFICE OR SHOP RENTAL</u> .....	-52-
6.11. <u>ADDITIONAL MINIMUM STANDARDS FOR FLYING CLUBS</u> .....	-55-
6.12. <u>ADDITIONAL MINIMUM STANDARDS FOR SPECIALIZED COMMERCIAL FLIGHT SERVICES</u> .....	-56-
6.13. <u>ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT MARSHALING AND SERVICING</u> .....	-57-
6.14. <u>ADDITIONAL MINIMUM STANDARDS FOR MULTIPLE SERVICES</u> .	-58-
SECTION 7: <u>RESTRICTIONS ON AERONAUTICAL USE OF AIRPORT</u> .....	-59-
SECTION 8: <u>SERVICES PROVIDED BY SUBCONTRACTOR</u> .....	-60-
SECTION 9: <u>PROPOSAL REQUIREMENTS</u> .....	-61-
SECTION 10: <u>SAVINGS CLAUSE</u> .....	-62-

## MINIMUM STANDARDS FOR OPERATORS AND BUSINESSES

### SECTION 1: INTRODUCTION.

1.01 The purpose of these Minimum Standards is to regulate all non-commercial and commercial users of the Gulfport-Biloxi International Airport (Airport) in order to provide for the safe and orderly management, operation and development of the Airport. These regulations also ensure:

- A. That fair and equitable standards are maintained by all users;
- B. That high quality services are available to the public; and
- C. That the Gulfport-Biloxi Regional Airport Authority (GBRAA) is adequately compensated by Airport users for the benefits they derive from use of GBRAA-owned property and facilities.
- D. That there are uniform standards for similar classes of commercial and non-commercial users.

1.02 Operators and businesses with facilities on the Airport and having Airport access must:

- A. Be aviation related as determined by the GBRAA; and
- B. Sign leases for the property which they occupy. These leases will include provisions which are similar for similar classes of users.
- C. Sign operating agreements for the business being conducted on the Airport. These agreements will include provisions which are similar for similar classes of users.

1.03 Operators and businesses that do not lease facilities on the Airport, but have access to Airport must:

- A. Be aviation related as determined by the GBRAA; and
- B. Must sign an airfield operating agreement. This agreement will include provisions which are similar for similar classes of users.

1.04 Operators and businesses proposing to perform any of the following aviation activities must perform such activities from leased or subleased premises on the Airport at a location prescribed by the GBRAA. These activities are as follows:

- A. Flight training and ground school;
- B. Aircraft rental;
- C. Air taxi and charter operations;
- D. Airframe and power plant repair;
- E. Radio, instrument or propeller repair;
- F. Public or contract or self-fuel dispensing of fuels, propellants or oils;
- G. Aircraft storage, tie-down, office or shop retail; and
- H. Aircraft marshaling and servicing.

1.05 No "through the fence" operation of a commercial or general aviation business will be permitted on the Airport without an operating agreement authorized and approved by the GBRAA.

## SECTION 2: DEFINITIONS

1. "Addition" shall mean any fixed modification, addition, and improvement made on or to the premises, or made on or to any fixed improvement on the premises.
2. "Airport" shall mean and have reference to all of the Airport Authority owned or leased real or personal property comprising Gulfport-Biloxi International Airport as it now exists or as may hereafter be expanded and developed and shall include all of its facilities.
3. "Airport Authority" shall mean the Gulfport-Biloxi Regional Airport Authority or the abbreviation thereof, "GBRAA".
4. "Commercial Tenants and Operators" shall mean a person, firm, or corporation engaging in any aviation related activity for monetary gain, including but not limited to fixed base operators.
5. "FAA" shall mean the Federal Aviation Administration.
6. "FAR" shall mean Federal Aviation Rule or Regulation promulgated by the FAA.
7. "Fixed Base Operator", also commonly referred to as "FBO", shall mean a person, firm, or corporation engaging in a wide range of aviation related services, including, but not limited to, the sale and distribution of fuel to the public.
8. "Full Insurable Value" shall mean actual replacement cost, excluding cost of foundation, excavation, underground piping, and other underground installations.

9. "GBRAA" shall mean the Gulfport-Biloxi Regional Airport Authority.
10. "Into Plane or Vehicle Contract" shall mean a signed agreement between Tenant or Operator and a customer that provides for bulk purchase of fuel on the basis of a guaranteed minimum purchase. GBRAA shall be furnished with a copy of all active fuel agreements in advance.
11. "Lease" or "Agreement" or "Contract" shall mean a Lease, License, Permit, and/or Use Agreement, and the words shall be used interchangeably.
12. "Net Lease" or "Triple Net Lease" shall mean at no cost to GBRAA whatsoever, including construction, capital and maintenance, repair, insurance, utilities, taxes and any other capital and operating cost.
13. "Non-Commercial Tenants and Operators" shall mean a person, firm, or corporation that occupies space for private use with no activity designed to produce economic gain.
14. "Operator" or "Commercial Operator" shall mean a person conducting commercial activities at the Gulfport-Biloxi International Airport. The word "Operator" is used by itself many times in these Minimum Standards, and is used interchangeably with "Commercial Operator".
15. "Owner" shall mean the Gulfport-Biloxi Regional Airport Authority.

16. "Person or Persons" shall be construed as including individuals, firms, corporations, companies, partnerships, joint ventures, limited partnerships, limited liability companies, and all other legal entities.
17. "Premises" shall mean the exclusive use area of a Tenant.
18. "Reasonable Public Demand" shall mean a service provided by the Tenant or Tenant's subcontractor when the public demand for such service will provide a reasonable revenue and rate of return to Tenant for the service provided.
19. "Self-Fueling" shall mean that a Tenant is permitted in accordance with Paragraph 3.08 of these Minimum Standards to dispense fuel to its own aircraft, but not to sell fuel to the public or to any user.
20. "Tenant" shall mean a person, having a signed lease agreement, thereby giving that entity possession of a specified facility or premises.
21. "Through the Fence" shall mean an aviation activity which has a facility or activity off the Airport but wishes to taxi onto or access the Airport by way of a taxiway or perimeter fence gate for the purpose of using the Airport facility. Any such operator is required to have an Airport operating agreement.
22. "TSA" shall mean the Transportation Security Administration, which is the agency of the U.S. Government that is responsible for Airport Security under CFR 1542.
23. "United States" or "United States Government" or "United States of America" shall include, but not be limited to, the Federal Aviation Administration.



**SECTION 3: GENERAL MINIMUM STANDARDS FOR NON-COMMERCIAL TENANTS AND OPERATORS.**

Any person desiring to lease premises at the Airport for personal and private aviation use must comply with the provisions in this Section 3.

- 3.01 Tenant shall lease a ground site area designated for Tenant's personal and private aviation use, and in that ground site area, Tenant shall either provide a building or lease an existing building of a size and design as shown on the Airport Master Plan. The Tenant shall enter into a lease agreement with the GBRAA for a term to be established by the GBRAA. Tenant shall only use the premises for the personal and private aviation use specified in the lease.
- 3.02 Prior to construction of a new building on the leased premises or modification of an existing structure, all construction plans must comply with the Airport Building Standards and Restrictions for Hangar Buildings and Related Office Construction of GBRAA and the City of Gulfport, Mississippi, and be submitted to and approved by both the City of Gulfport and the GBRAA.
- 3.03 All areas under lease shall be subject to inspection by the GBRAA and if it is determined during that inspection by the GBRAA that a potential hazard exists, then, and in that event, Tenant shall be required to remedy the hazard within ten (10) days of receiving written notice from the GBRAA outlining the specific hazard(s) identified during the inspection. Tenant shall further be required to take immediate corrective action or make immediate repairs without further notification from the GBRAA of any known or reasonably ascertainable hazardous condition which may subject Tenant or third persons to injury.

3.04 Tenant shall provide and maintain safety equipment that complies with the Fire Codes of the City of Gulfport, Mississippi, and the FAA, and specifically FAR Part 139 and the Airport Certification Manual on file with the GBRAA and available to Tenant.

3.05 Tenant shall be responsible for security of the leased premises and monitor gates, fences, and points of access adjacent to the leased premises as required by the TSA approved Airport Security Program as set forth in CFR 1542, a copy of which is on file with the GBRAA and available to Tenant.

3.06 Tenant shall obtain and keep current all required insurance including the following:

- A. Comprehensive public liability, personal injury, and property damage of at least \$5,000,000.00 combined single limit, covering the leased premises, area, spaces, facilities, operations and uses of the Tenant;
- B. Automobile liability for all personal vehicles traveling on Airport roads and drives in at least \$1,000,000.00;
- C. Fire and extended coverage insurance for the full insurable value of Tenant's buildings;
- D. Other insurance as may be required by the FAA, TSA, City of Gulfport or the State of Mississippi.

GBRAA shall be named as an additional insured on all liability policies and Tenant shall be required to indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including but not limited to any judgments, attorney's fees, or other costs incurred by the GBRAA in

defending any action or claim arising out of Tenant's activities at the Airport. After executing a lease agreement with GBRAA and prior to entering upon the premises for the period of the lease, Tenant shall provide to the GBRAA certificates of insurance confirming the acquisition of those insurance coverages outlined in Paragraph 3.06 hereof.

3.07 Tenant shall at all times comply with all federal, state, and City of Gulfport rules, laws, regulations and ordinances and the minimum standards, rules, codes resolutions and ordinances adopted by the GBRAA.

3.08 Tenant shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any person, firm or corporation. In the event Tenant desires to self-fuel Tenant's aircraft, Tenant shall:

- A. Prepare plans and specifications which meet or exceed the requirements of Paragraph 6.08 hereof;
- B. Sign a lease for a fuel farm site at a location and for a term to be established by GBRAA.
- C. Apply to the GBRAA for the required permit;
- D. Become certified in accordance with GBRAA directives;
- E. Obtain a written Self-fueling Permit from GBRAA;
- F. Comply with the requirements of Paragraph 6.08 of these Minimum Standards;
- G. Comply with all applicable fueling rules of the United States Government, TSA and FAA;
- H. Construct fuel storage facilities in a capacity and manner as

required by GBRAA; and

- I. When fuel storage facilities are located on Airport premises, said facilities shall meet the requirements of the GBRAA, the United States Government, TSA, FAA and the City of Gulfport for storage of hazardous materials.

**SECTION 4: GENERAL MINIMUM STANDARDS FOR COMMERCIAL TENANTS AND OPERATORS  
NOT OPERATING AS FIXED BASE OPERATORS.**

Any Tenant desiring to lease premises or any Operator desiring to operate on the Airport for the purpose of engaging in any activity for monetary gain, except as a fixed base operator, must comply with the provisions in this Section 4.

- 4.01 Tenant shall enter into a lease agreement, and an Operator shall sign an airfield operating agreement with the GBRAA for a term to be established by GBRAA. Tenant or Operator shall only use the premises for the approved commercial uses specified in the respective lease or airfield operating agreement.
- 4.02 Operators that do not lease facilities must conduct commercial activities in a manner and at locations designated for commercial use as prescribed in Operator's airfield operating agreement.
- 4.03 Tenants shall lease a ground site designated for commercial use, and in that ground site area Tenant shall either provide a building or lease an existing building of a size and design as shown on the Airport Master Plan.
- 4.04 Prior to construction of a new building on the leased premises or modifications of an existing structure, all construction plans must comply with the Airport Building Standards and Restrictions for Hangar Buildings and Related Office Construction of the GBRAA and City of Gulfport, Mississippi, and be submitted to and approved by both the City of Gulfport and the GBRAA.
- 4.05 All areas under lease or involved in operations shall be subject to inspection by the GBRAA and if it is determined during that

inspection by the GBRAA that a potential hazard exists, then, and in that event, Tenant or Operator shall be required to remedy the hazard within ten (10) days of receiving written notice from the GBRAA outlining the specific hazard identified during the inspection. Tenant or Operator shall further be required to take immediate corrective action or make immediate repairs without notification from the GBRAA of any known or reasonably ascertainable hazardous condition which may subject Tenant, Operator or other third persons to injury.

4.06 Tenant or Operator shall provide and maintain safety equipment that complies with the Fire Codes of the City of Gulfport, Mississippi, and the FAA, and specifically FAR, Part 139 and the Airport Certification Manual on file with the GBRAA and available to Tenant or Operator.

4.07 Tenant or Operator shall be responsible for security of the leased premises or areas of operations and monitor gates, fences, and points of access adjacent to the leased premises and other areas under tenant or operator control as required by the TSA approved Airport Security Program as set forth in CFR 1542, a copy of which is on file with the GBRAA and available to Tenant or Operator.

4.08 Required insurance shall include the following:

A. Comprehensive public liability, personal injury, products, completed operations, and property damage of \$5,000,000 combined single limit, covering the leased premises, areas, spaces, facilities, operations and uses of Tenant or Operator;

- B. Automobile liability for all vehicles traveling on Airport roads and drives in the amount of \$1,000,000 and in conformance with State of Mississippi requirements.
- C. Fire and extended coverage insurance for the full insurable value of Tenant's buildings;
- D. Hangar-keeper's liability insurance, insuring the property of others under the care, custody, and control of Tenant or Operator including hangaring, tie-down, handling and fueling from the hazards of fire or other normal perils. Tenant's hangar-keeper's coverage shall extend to passenger and cargo airlines, military and general aviation operations; and
- E. Tenant's coverage shall include the highest aggregate value of aircraft and the highest individual value of aircraft typically serviced; and
- F. Other insurance as may be required by the FAA, TSA, City of Gulfport or the State of Mississippi.

The GBRAA shall be named as an additional insured on all liability policies and Tenant or Operator shall be required to indemnify and hold harmless the GBRAA from any and all claims, causes of actions, actions, and demands of any kind whatsoever, including but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of Tenant's or Operator's activities at the Airport. That after executing a lease agreement or airfield operating agreement with the GBRAA and prior to entering upon the premises for the period of the agreement, Tenant or Operator shall provide to the GBRAA

certificates of insurance confirming the acquisition of those insurance coverages outlined in Paragraph 4.07 hereof.

4.09 Tenant or Operator shall at all times comply with all federal, state, and City of Gulfport rules, laws, regulations and ordinances and the minimum standards, rules, codes, resolutions and ordinances adopted by the GBRAA. In addition, prior to commencing business operations, Tenant or Operator shall obtain and keep current a written Airport Business Permit issued by the GBRAA. Tenant or Operator shall also obtain and keep current during the term of its agreement all federal, state, and City of Gulfport licenses, certificates, and registrations required for each phase of its business operations, in addition to the Airport Business Permit issued by the GBRAA.

4.10 Tenant or Operator shall not be permitted to dispense, sell, or otherwise distribute fuels, propellants, or lubricants to any person, firm or corporation. In the event Tenant or Operator desires to self-fuel Tenant or Operator's aircraft, Tenant or Operator shall:

- A. Prepare plans and specifications which meet or exceed the requirements of Paragraph 6.08 hereof;
- B. Sign a lease for a fuel farm site at a location and for a term to be established by GBRAA.
- C. Apply to the GBRAA for the required permit;
- D. Become certified in accordance with GBRAA directives;
- E. Obtain a written Self-fueling Permit from GBRAA;
- F. Comply with the requirements of Paragraph 6.08 of these



Minimum Standards;

G. Comply with all applicable fueling rules of the United States Government, TSA and FAA; and

H. When fuel storage facilities are located on Airport premises, said facilities shall meet the requirements of the GBRAA, the United States Government, TSA, FAA and the City of Gulfport for storage of hazardous materials.

4.11 Commercial Tenants or Operators shall not carry out fueling services (other than self-fueling) unless such Tenants or Operators are licensed as Fixed Base Operators and meet the minimum standards required by Section 5 of these Minimum Standards.

4.12 All Tenants or Operators shall carry out fueling operations in accordance with Section 6 of these standards, as they relate to fueling standards.

**SECTION 5: GENERAL MINIMUM STANDARDS FOR ALL FIXED BASE OPERATORS.**

Any Tenant or prospective Tenant desiring to engage in a fixed base operation must comply with the provisions in this Section 5.

5.01 Tenant shall enter into a lease agreement with the GBRAA for a term to be established by GBRAA, and on financial terms and conditions consistent with existing FBO lease. Tenant shall only use the premises for the approved commercial uses and Tenant shall at all times during the lease period comply with all terms and conditions of the lease agreement.

5.02 Tenant shall lease a ground site measuring at least five (5) acres which is designated for use on the Airport Master Plan as a fixed base operation. Tenant shall either construct a building or lease an existing building that provides the following minimum functional space: 20,000 sq.ft. of dedicated hangar area, 5,000 sq.ft. of office space and 5,000 sq.ft. of shop and support space.

5.03 Prior to construction of a new building on the Leased premises or modifications of an existing structure, all construction plans must comply with the Airport Building Standards and Restrictions for Hangar Buildings and Related Office Construction of the GBRAA and City of Gulfport, Mississippi, and be submitted to and approved by both the City of Gulfport and the GBRAA.

5.04 All areas under lease shall be subject to inspection by the GBRAA and if it is determined during that inspection by the GBRAA that a potential hazard exists, then, and in that event, Tenant shall be required to remedy the hazard within ten (10) days of receiving written notice from the GBRAA outlining the specific hazard

identified during the inspection. Tenant shall further be required to take immediate corrective action or make immediate repairs without notification from the GBRAA of any known or reasonably ascertainable hazardous condition which may subject Tenant or other third persons to injury.

5.05 Tenant shall provide and maintain safety equipment that complies with the Fire Codes of the City of Gulfport, Mississippi, and the FAA and specifically FAR Part 139 and the Airport Certification Manual on file with the GBRAA and available to Tenant.

5.06 Tenant shall maintain security for the lease premises and monitor gates, fences, and points of access adjacent to the leased premises as required by the TSA approved Airport Security Program as set forth in CFR 1542, a copy of which is on file with the GBRAA and available to Tenant.

5.07 Required insurance shall include the following:

- A. Comprehensive public liability, personal injury, products, completed operations, and property damage of \$10,000,000 combined single limit, covering the leased premises, areas, spaces, facilities, operations, and uses of Tenant;
- B. Automobile liability for all vehicles traveling on Airport roads and drives in the amount of \$5,000,000 and in conformance with State of Mississippi requirements.
- C. Fire and extended coverage insurance for the full insurable value of Tenant's buildings;
- D. Hangar-keeper's liability insurance, insuring the property of others under the care, custody, and control of Tenant

including hangaring, tie-down, handling and fueling from the hazards of fire or other normal perils. Tenant's hangar-keeper's coverage shall extend to passenger and cargo airlines, military and general aviation operations; and

E. Tenant's coverage shall include the highest aggregate value of aircraft and the highest individual value of aircraft typically serviced; and

F. Other insurance as may be required by the FAA, TSA, City of Gulfport or the State of Mississippi.

That GBRAA shall be named as an additional insured on all liability policies and Tenant shall be required to indemnify and hold harmless the GBRAA from any and all claims, causes of actions, actions, and demands of any kind whatsoever, including but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of Tenant's activity operations at the Airport. That after executing a lease agreement with the GBRAA and prior to entering upon the premises for the period of the lease, Tenant shall provide to the GBRAA certificates of insurance confirming the acquisition of those insurance coverages outlined in **Paragraph 5.07** hereof.

5.08 Tenant shall at all times comply with all federal, state, and City of Gulfport rules, codes, laws, regulations and ordinances. Prior to commencing business operations, Tenant shall obtain and keep current a written Airport Business Permit issued by the GBRAA. Tenant shall also obtain and keep current during the term of its lease all federal, state, and City of Gulfport licenses,

certificates, and registrations required for each phase of its business operations, in addition to the Airport Business Permit issued by the GBRAA.

5.09 All fixed based operators shall provide the following minimum land, buildings and services:

- A. Land area of at least five (5) acres, which is adequate to accommodate the required hangar, aircraft parking, aircraft holding, auto parking, paved ramps, office and support space outlined in Paragraph 5.09, B through I hereof;
- B. At least 20,000 sq. ft. of enclosed hangar storage space;
- C. An aircraft tie down area sufficient for parking at least twenty (20) based aircraft; and aircraft holding area sufficient for servicing at least five (5) aircraft;
- D. Auto parking for up to 50 cars;
- E. Flight training and ground school per Paragraph 6.01;
- F. Aircraft rental per Paragraph 6.02;
- G. Paved access to ramps and taxiways;
- H. Air taxi and charter service per Paragraph 6.04;;
- I. At least 5,000 sq. ft. of office, waiting, briefing, planning and class area; and 5,000 sq. ft. of shop and support space;
- J. Airframe and/or power plant repair per Paragraph 6.06;
- K. Minimum operating hours from 8:00 a.m. to 5:00 p.m. seven (7) days per week unless otherwise stipulated in these minimum standards;
- L. Provide at least two (2) management persons at the leasehold site managing all Tenant's operations at the Airport. Such persons may be employees of Tenant or under contract with

Tenant or employees of a business entity under contract with Tenant. Such management persons of Tenant shall have professional aviation qualifications of at least five (5) years experience in managing the aviation operations to be undertaken.

M. For each specific operation to be undertaken in Paragraph 5.09 E, F, H and J, Tenant shall employ the number of technical and licensed employees or contractors necessary to carry out the operation as described in these minimum standards.

N. Tenant shall ensure that its management personnel are available to respond and address issues related to Airport activity such as safety and security and be knowledgeable of the FAA and TSA rules and regulations related thereto.

5.10 Only a Tenant in compliance with Paragraph 5.09, Subparagraphs A through N, is eligible for a permit from the GBRAA to dispense fuel for distribution and sale to all aircraft using the Airport. These fuel services shall be in accordance with Paragraph 6.08 herein. As a prerequisite to being granted a GBRAA permit to dispense fuel, and in addition to being in compliance with Paragraph 5.09, Subparagraphs A through H, Tenant must:

- A. Prepare plans and specifications which meet or exceed the requirements of Paragraph 6.08 hereof;
- B. Sign a lease for a fuel farm site at a location and for a term to be established by GBRAA;
- C. Apply to the GBRAA for the required permits for the dispensing of fuel for distribution and sale to the public;
- D. Become certified in accordance with the GBRAA directives;

- E. Obtain a Public Fueling Permit from the GBRAA;
- F. Obtain environmental insurance in the amount of \$5,000,000;  
and
- G. Comply with all applicable fueling rules of GBRAA during the  
term of the lease all leases and agreements between Tenant and  
GBRAA.

Provided, however, in the event Tenant does not provide all those services required in Sub-Paragraphs A through N of Paragraph 5.09 throughout the term of its operations at the Airport, Tenant shall not be permitted to dispense or sell fuels, propellants, or lubricants to any person or to the public and in this event Tenant's business shall be reclassified as a commercial tenant and operator not operating as a fixed base operator.

SECTION 6: ADDITIONAL MINIMUM STANDARDS FOR SPECIFIC OPERATIONS:

6.01. ADDITIONAL MINIMUM STANDARDS FOR FLIGHT TRAINING AND GROUND SCHOOL:

Any Tenant or Operator desiring to engage in flight training and who has otherwise complied with the minimum standards in Section 4 or Section 5 must also provide as a minimum the following:

- A. Personnel shall include at least one (1) person designated by the commercial tenant or operator to provide flight training and ground school, certified by the FAA as a flight instructor, qualified to give instruction in the aircraft type and for the ratings offered, hold a TSA and Airport approved unescorted security access authority, and have a current license and medical certificate;
- B. The Tenant or Operator shall own or have leased or contracted to it in writing at least two (2) properly certified aircraft equipped for the type of Flight instruction offered;
- C. Tenant or Operator shall maintain minimum operating hours from 8:00 a.m. to 5:00 p.m. six (6) days per week.
- D. Tenant shall provide additional minimum insurance consisting of aircraft liability, bodily injury, passenger liability, and property damage as follows:
  - 1. \$1,000,000.00 combined single limit coverage or \$250,000.00 per aircraft seat, whichever is greater;
  - 2. Third party, premises and operations, and student-renter pilot and occupant coverage.

The GBRAA shall be named as an additional insured on all Tenant's and Operator's Liability policies and Tenant and Operator shall indemnify and hold harmless the GBRAA from any



and all claims, actions, causes of action and demands of any kind whatsoever, including, but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of its activity at the Airport.

- E. Tenant shall be properly certified and GBRAA shall have the right to inspect the license, medical certificate, security credentials and log books of all Tenant's or Operator's flight instructors and aircraft at all reasonable times.

**6.02. ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT RENTAL:**

Any Tenant desiring to engage in aircraft rental and who has otherwise complied with the minimum standards in Section 4 or 5 must also include as a minimum the following:

- A. No personnel shall be permitted to rent or otherwise fly any aircraft of Tenant unless such person has a current license to pilot the type aircraft to be rented and unless the pilot can produce documentation which is required by TSA for security and documentation attesting to his/her medical certificate;
- B. Tenant or operator shall maintain a file of each pilot renting aircraft. This file shall include a copy of the pilot license, medical certificate, driver's license, photo ID, social security number, address and date of birth. Tenant agrees to provide this information to the GBRAA, FAA, TSA or federal authorities in any investigation.
- C. Tenant shall provide for rental at least two (2) aircraft owned by or leased in writing to Tenant;
- D. Tenant shall maintain minimum operating hours from 8:00 a.m.

to 5:00 p.m. six (6) days per week;

- F. Tenant shall provide additional minimum insurance consisting of aircraft liability, bodily injury, passenger liability, and property damage as follows:

1. \$1,000,000.00 combined single limit coverage or \$250,000.00 per aircraft seat, whichever is greater;
2. Third party, premises and operations, and student-renter pilot and occupant coverage.

The GBRAA shall be named as an additional insured on all Tenant's liability policies, and Tenant shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including, but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of its activity at the Airport.

- G. Tenant shall be properly certified by FAA under FAR Part 91, and all aircraft shall be equipped with proper gear for the type flight to be undertaken. The aircraft log shall be readily available for inspection by the prospective renter and the GBRAA shall have the right to inspect the aircraft and its log book at all reasonable times.

6.03 ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT SALES:

Any Tenant or Operator desiring to engage in aircraft sales and who has otherwise complied with the minimum standards in Section 4 or 5 must also include as a minimum the following:

- A. Personnel shall include at least one (1) person having a current commercial pilot certificate with ratings appropriate for the types of aircraft to be demonstrated, hold a TSA and Airport approved unescorted security access authority and having a current license and medical certificate.
- B. Tenant or Operator shall maintain a file of each aircraft purchaser. This file shall include a copy of the pilot license, medical certificate, driver's license, photo ID, social security number, address and date of birth. Tenant agrees to provide this information to the GBRAA, FAA, TSA or federal authorities in any investigation.
- C. New aircraft dealers shall hold an authorized factory or sub-dealership. All aircraft dealers shall be bonded and hold a dealership license or permit as required by the State.
- D. A dealer of new aircraft shall have available or on call at least one current model demonstrator.
- E. A dealer of new aircraft shall provide for adequate servicing of aircraft and accessories and for adequate supply of parts for the type of aircraft sold at least through the warranty period.
- F. Additional required insurance minimum shall also include aircraft liability, bodily injury, passenger liability, and property damage as follows:

1. \$1,000,000.00 combined single limit coverage or \$250,000.00 per aircraft seat, whichever is greater;
2. Third party, premises and operations, and student-renter pilot and occupant coverage.

The GBRAA shall be named as an additional insured on all Tenant's Liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including, but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of Tenant's or Operator's activities at the Airport.

- G. Tenant or Operator shall maintain the minimum status of a "flight center" or other comparable term.

**6.04 ADDITIONAL MINIMUM STANDARDS FOR AIR TAXI AND CHARTER SERVICE.**

Any Tenants desiring to engage in air taxi or charter service and who has otherwise complied with the minimum standards in Section 4 or 5 must provide as a minimum the following:

- A. Personnel shall include at least one (1) FAA certified commercial pilot who is appropriately rated to conduct the air taxi and charter service offered, hold a TSA and Airport approved unescorted security access authority, and having a current license and medical certificate.
- B. Tenant or Operator shall maintain a file of each aircraft purchaser. This file shall include a copy of the pilot license, medical certificate, driver's license, photo ID, social security number, address and date of birth. Tenant

agrees to provide this information to the GBRAA, FAA, TSA or federal authorities in any investigation.

- C. Tenant or Operator shall provide at least one (1) six-place aircraft owned by or leased in writing to the Tenant or Operator, such aircraft meeting all requirements of the Air Taxi/Commercial Operator Certificate held;
- D. Tenant or Operator shall provide air taxi and charter service based on the reasonable public demand;
- E. Additional required insurance minimums shall also include aircraft liability, bodily injury, passenger liability, and property damage as follows:

- 1. \$2,000,000 combined single limit coverage or \$250,000 per aircraft seat, whichever is greater;
- 2. Third party, premises and operations, property damage, and passenger-pilot and occupant coverage.

The GBRAA shall be named as an additional insured on all Tenant's Liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including, but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of incidents its activity at the Airport.

- F. Tenant or Operator shall hold a current commercial flight operator's certificate issued by the FAA under FAR Part 135 and GBRAA shall have the right to inspect the FAR 135 certificate, the designated aircraft, the aircraft log book, the records of aircraft maintenance, the pilot license, the pilot medical certificate, security credentials and pilot log book at all reasonable times.

6.05 ADDITIONAL MINIMUM STANDARDS FOR AIR FREIGHT TRANSPORTATION.

Any Tenant or Operator desiring to engage in air freight service and has otherwise complied with the minimum standards in Section 4 or 5, must also provide as a minimum the following:

- A. Personnel shall include at least one (1) FAA certificated commercial pilot who is appropriately rated to conduct air freight transportation and hold a TSA and Airport approved security clearance, and having a current license and medical certificate;
- B. Tenant or Operator shall provide at least one (1) appropriately sized aircraft owned by or leased in writing to the Tenant or Operator, such aircraft meeting all requirements of the Commercial Operator Certificate held;
- C. Tenant or Operator shall provide air freight transportation based on the reasonable public demand;
- D. Additional required insurance minimums shall also include aircraft liability, bodily injury, passenger liability, and property damage as follows:

1. \$2,000,000 combined single limit coverage or \$250,000 per aircraft seat, whichever is greater;
2. Third party, premises and operations, property damage, and passenger-pilot and occupant coverage.

The GBRAA shall be named as an additional insured and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including but not limited to, and judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of Tenant's or Operator's activities at the Airport.

E. Tenant or Operator shall hold a current commercial flight operator certificated issued by the FAA under FAR Part 135 and GBRAA shall have the right to inspect the FAR 135 certificate, the designated aircraft, the aircraft log book, the records of aircraft maintenance, the pilot license, the pilot medical certificate, security credentials and pilot log book at all reasonable times.

F. Tenant or Operator's freight shall be loaded and unloaded in a designated area of the Airport and in a manner acceptable to the GBRAA and tenants of the lease-hold ramp area.

#### 6.06 ADDITIONAL MINIMUM STANDARDS FOR AIRFRAME AND/OR POWER PLANT REPAIR.

Any Tenant or Operator desiring to engage in airframe and/or power plant repair must, and who has otherwise complied with the minimum standards in Section 4 or 5, also provide as a minimum the following:

- A. Personnel shall include at least one (1) person certified by the FAA with ratings appropriate for work being performed and

who holds at least an Airframe and Power Plant (A & P) rating and holds a TSA and Airport approved unescorted security access authority;

- B. Tenant or Operator shall maintain sufficient equipment, supplies, and availability of parts to perform maintenance in accordance with FAA directives for the Repair Station Certificate held and in further accordance with manufacturer's recommendations;
- C. Additional required insurance minimums shall also include public liability, products, completed operations, and property damage insurance of \$5,000,000.00 combined single limit which coverage shall include third party premises and operations coverage.

The GBRAA shall be named as an additional insured on all Tenant or Operator's liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including but not limited to, any judgment, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of its activities at the Airport.

- D. Tenant or Operator shall be certified by the FAA under FAR Part 65 and FAR Part 43 as may be applicable, and the GBRAA shall have the right to inspect the license, medical certificate, security credentials and log book of all Tenant's or Operator's mechanics at all reasonable times.



6.07 ADDITIONAL MINIMUM STANDARDS FOR RADIO, INSTRUMENT, OR PROPELLER REPAIR SERVICE.

Any Tenant or Operator desiring to engage in radio, instrument, or propeller repair service, and who has otherwise complied with the minimum standards in Section 4 or 5, must also provide as a minimum the following:

- A. Personnel shall include at least one (1) FAA certificated repairman qualified in accordance with FAA directives for the Repair Station Certificate and hold a TSA and Airport approved unescorted security access authority;
- B. Tenant or Operator shall maintain sufficient equipment, supplies, and availability of parts to perform maintenance in accordance with FAA directives for the Repair Station Certificate held and in further accordance with manufacturer's recommendations;
- C. Additional required insurance minimums shall also include public liability, completed operations, and property damage insurance of \$5,000,000.00 combined single limit which coverage shall include third party premises and operations coverage.

The GBRAA shall be named as an additional insured on all Tenant or Operator's liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including but not limited to, and judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of Tenant's or

Operator's activities at the Airport.

- D. Tenant or Operator shall be certified by the FAA under FAR Part 65 and FAR Part 43 and the requirements of the Federal Communications Commission as may be applicable, and the GBRAA shall have the right to inspect the license, medical certificate, security credentials and log book of all Tenant's mechanics at all reasonable times.

6.08 ADDITIONAL MINIMUM STANDARDS FOR DISPENSING OF AIRCRAFT FUELS, PROPELLANTS, AND OIL.

Any Tenant desiring to engage in dispensing aircraft fuels, propellants, and oil to the general public and/or contract customers or as a self-fueler, and who has otherwise complied with the minimum standards must also include as a minimum the following:

- A. Personnel. Personnel engaged in fueling shall be properly trained in all fueling, handling, and associated safety procedures and shall in all fueling and plane handling operations conform to all of the best practices of such operations. Specific training as set forth in the Federal Aviation Regulation (FAR) Part 139, the Airport Certification Manual, the CFR 1542 Airport Security Program, FAA Advisory Circular 150/5230-4, National Fire Prevention Association (NFPA) 407, Airport Fire Department (Fire Department), as amended shall be strictly adhered to and all fuel handling personnel shall be certified by GBRAA in accordance with FAR Part 139. Observation of practice to the contrary by GBRAA or the notification thereof to the Tenant will be cause for reevaluation of such personnel so qualified to perform the operation. Failure on the part of the Tenant to correct

malpractice of fueling and related safety procedures shall constitute a violation of these Minimum Standards and consequently result in revocation of fueling authority.

1. Personnel Training. At least one supervisor with each Tenant shall have completed an FAA approved aviation fuel training course in fire safety as required by the FAA in the FAR Part 139 Airport Certification Manual. All other employees who fuel aircraft, accept fuel shipments, or otherwise handle fuel shall receive at least on-the-job training in fire safety from the trained supervisor as follows:

- a) Persons engaged in aircraft fuel handling shall be instructed and trained in the proper operation of the fuel handling equipment they are authorized to operate, and in the proper procedures for compliance with these Minimum Standards. An Airport written test is required. Persons taking this test must not miss any critical questions and score 90 percent on the overall test before they will be allowed to fuel aircraft. Federal, state and airline employees are not required to take the Airport test because their requirements are governed by different agencies and training requirements are much more stringent.
- b) Training records shall be maintained by the supervisor for each person designated to fuel or de-fuel aircraft. These records shall be made

available upon request by GBRAA or FAA personnel.

- c) Training records shall contain at minimum the training dates and satisfactory trainee performance on the following points:

- 1) Fire Characteristics of Aviation Fuel.
  - Fire components
  - Sources of ignition
  - Flash point & flame spread of fuels.
- 2) Grounding and Bonding.
  - Static electricity
  - Grounding and bonding procedures
- 3) Fire Safety in Mobile Fuelers and Fuel Storage Areas.
  - Ignition Sources
  - Emergency fuel cutoffs and deadman controls
  - Static generation of certain clothing
- 4) Fire Safety in Fueling Cabinets and Fuel Pits.
- 5) Airport Fire Safety Fuel Handling Standards as depicted in the Airport Certification Manual.
- 6) Local Fire Code.
  - NFPA 407 Fire Code Applies
  - FAA Advisory Circular 150/5230-4
  - Fuel handling procedures in the Airport Certification Manual
- 7) Portable Fire Extinguishers.
  - Types of extinguisher agents
  - Use of extinguishers
- 8) Fuel Spills
  - Procedures for fuel spills
- 9) Public Protection
  - Security of fuel storage areas
- 10) Records
  - Maintain 12 mo. Required by FAR Part 139
  - Recurrent training required every 24 mo. by FAR Part 139

- d) The fueling supervisor shall be required to accompany GBRAA, FAA and/or Fire Department personnel on all inspections of fuel handling facilities and equipment.
- e) Annually, each Tenant must certify that fire safety training has been accomplished. This certification must be in writing and be delivered to GBRAA NO LATER THAN DECEMBER 31 of each year.

B. Fuels. Tenant shall provide only aircraft fuel of the fuel types required by those aircraft which Tenant owns or services. The dispensing of fuels shall conform with the FAR Part 139 Airport Certification Manual, NFPA 407 and applicable fire protection codes, FAA Advisory Circulars, the applicable ASTM Standards for AVGAS, jet fuel, MOGAS, and standards as identified in the applicable STC (Supplemental Type Certificates) for the Tenant's aircraft.

C. Fuel Storage Areas.

- 1. Bulk fuel deliveries on Airport property shall only be delivered into a GBRAA approved fuel storage facility. All fuel storage facilities shall be installed above ground.
- 2. GBRAA provides an area for construction of fuel facilities. Said fuel facilities shall only be built at the location set forth in the Airport's Master Plan and located so damage by aircraft and surface vehicles is unlikely, and at locations approved by GBRAA, TSA, and FAA. A lease of premises shall be required.

3. Facility shall be constructed to meet all GBRAA, City, State, Federal, FAA, TSA, NFPA, and EPA rules and regulations.
4. Facility shall be fenced, secured and signed to preclude unauthorized entry and/or tampering.
5. Facility shall be posted with Flammable-No Smoking signs.
6. Facility shall contain no feature which would allow introduction of any foreign material into fuel; be free of materials, equipment functions and activities which would be ignition sources; and be constructed in such manner as to prevent the introduction of the product into the wrong storage tank.
7. Facility shall be equipped with protection for electrical equipment and wiring. This shall provide reasonable protection from heat, abrasion, or other impact which cause failure of insulation, open spark, or other ignition source. Also, a design type approved for use in Class 1, Group D, Division 1 hazardous locations (explosion-proof, i.e., free of exposed conductors, contacts, switches, connectors, motors, etc., which could generate open spark or to the exposed ignition source during normal operations.) See NFPA Standard 70, National Electrical Code.

8. Facility shall have proper marking in accordance with FAA Advisory Circular 150/5230-4, and all hoses, nozzles, filters, and connectors shall meet or exceed recommendations in this Advisory Circular.
9. Grounding and bonding equipment shall provide that piping, filters, tanks, and electrical components are electrically bonded together and interconnected for adequate electrical ground.
10. The required number and type of fire extinguishers shall be readily available to the operator of fueling equipment.
11. Tenant shall keep and GBRAA shall have access to records of training of fueling personnel and records of daily and weekly inspections as required by the FAA (visual, milipore, and hydropore). GBRAA will also make inspection of the facilities, and items found not to be in compliance shall be corrected by Tenant immediately. If said correction is not made, this may result in revocation of the fueling authority.

D. Mobile Fuel Equipment Requirements.

1. Fueling from vehicle fuel tanks into an aircraft is prohibited. No gravity flow fueling shall be permitted. Pumps, either hand-powered or power operated, shall be used when aircraft are fueled, and per gallon meter readings shall be maintained for each fueling operation.

2. Mobile fuel equipment operated by a Tenant is prohibited from entering the movement area of the Airport, including any runway or taxiway, unless the operator has an airfield driving permit and is licensed to establish and maintain direct radio contract with FAA Tower.
3. All dispensing of fuel shall be performed by authorized employees of the Tenant meeting the training requirements set forth in Paragraph 6.08 of these Minimum Standards.
4. Fueling and defueling operations shall only be permitted in the area set forth by GBRAA to assure the maximum safety for persons and property, that proper grounding rods are available, and environmental controls are accessible.
5. No fuel container shall be allowed in a fueling operation that is not permanently affixed to the transporting vehicle and bonded to the vehicle ground system.
6. A filtration system utilizing a five (5) micron or less filter element for AVGAS fuel dispensing equipment and a filter/separator for jet fuel dispensing equipment shall be required.
7. All fuel dispensing equipment shall only be operated with or by the "deadman" control system. The operator must maintain control of the "deadman" system at all times. Under no circumstances will the "deadman" control be blocked in the "on" or "open" position.



8. Records shall be kept in accordance with Paragraph 6.08 C.11. of these Minimum Standards.
9. Tenant and tenant's suppliers shall use only the entrance, exit, and route designated by GBRAA during the transportation and delivery of fuel to aircraft or onto and off of the Airport which assures pavements are compatible with truck weights.
10. Fuel dispensing containers shall have a sump valve mechanism such that water or other contaminants can be drained from the lowest portion of the tank unless equipped with a glass bowl filter of adequate size. Fuel uplift stand-pipe shall be constructed such that approximately 5-10% of the total capacity of the dispensing tank cannot be delivered through the dispensing system (5-10% unusable sump).
11. Vehicles shall have proper marking in accordance with FAA Advisory Circular 150/5230-4.
12. The required number and type of fire extinguishers shall be readily available to the operator of fueling equipment.

E. Handling and Storing Aircraft Fuel.

1. Information on fire prevention during fueling operations is contained in the FAR Part 139 Airport Certification Manual, the CFR 1542 Airport Security Program, FAA Advisory Circular 150.5230-4, and NFPA 407.

a) In accordance with the City Fire Code, NFPA 407, and the Airport Certification Manual, GBRAA has established the following additional requirements:

1. SMOKING. No person shall smoke or carry lighted cigars, cigarettes, pipes, matches or any open flame within fifty (50) feet of fuel storage areas, fuel loading stations, fuel handling vehicles, or aircraft being fueled or de-fueled. Smoking is prohibited on the ramps, aprons or in vehicles on the aviation area.
2. FUELING PROHIBITIONS. An aircraft shall not be fueled or de-fueled while the engine is running, or while the engine is being heated or when the aircraft is in a hangar or an enclosed area, except when approved by FAA.
3. FUELING AREAS. Aircraft fuel shall only be dispensed fifty (50) feet or farther from the nearest hangar or building to allow the required fire lane and as a safety buffer, and there shall be no ignition source within one hundred (100) feet of the dispensing operation.

4. BONDING AND GROUNDING. All fuel handling vehicles and equipment shall be fitted with means of bonding and grounding to prevent the possibility of static discharge and fire. Prior to commencing fuel handling operations, the fuel dispensing hose, nozzle, tank vehicles and aircraft shall be bonded and grounded by wire. The FAA approved sequence procedure for grounding/bonding is:

- (a) Attach a grounding cable from the fueling vehicle to a satisfactory ground connect;
- (b) Connect a grounding cable from the ground to the aircraft fitting, if one is provided, or any convenient unpainted metal point on the aircraft;
- (c) Bond the vehicle to the aircraft. Where a "Y" or "V" cable permanently attached to the fueling vehicle is used to accomplish 1) and 2) above, a separate bonding cable is not necessary; and
- (d) Bonding and grounding requirements and electrical continuity checks shall be conducted regularly in accordance with applicable NFPA standards.

5. FIRE EXTINGUISHERS. During fuel handling for any storage area or aircraft, at least two (2) CO2 fire extinguisher (15 pounds or larger), or equivalent Class B extinguisher, shall be available for immediate use.
6. ELECTRICAL OPERATION. No person shall operate a radio transmitter or receiver or cell phone or switch electrical appliances on or off during fuel handling of any aircraft. No person shall act in any manner or use any material within fifty (50) feet of such aircraft which is likely to cause a spark.
7. RADAR OPERATION. No high intensity airborne radar equipment shall be operated or ground tested in any area where a directional beam is within 300 feet of an aircraft or an aircraft fuel or flammable liquid storage facility. No low intensity radar equipment (less than 50 KW output) shall be operated or ground tested in any area where a directional beam is within 100 feet of another aircraft or an aircraft fuel or flammable liquid storage facility.
8. PASSENGER OCCUPANCY. During fuel handling for any aircraft, no passenger shall remain in or enplane onto such aircraft unless a

qualified attendant is at each door in use for this purpose and unless a means of safe egress is in position in the event that such a device is required for the safe and rapid debarkation of the passengers. Smoking is prohibited in or about such aircraft during fuel handling.

9. FUEL ATTENDANTS. The driver, operator or attendant of any fuel handling vehicle shall remain with the vehicle at all times the vehicle is fueling an aircraft. An individual on fire watch shall serve no more than two vehicles or aircraft simultaneously under fuel servicing, and must be within 75 feet of any operation under surveillance.
10. VEHICLE POSITIONING. During re-fueling or de-fueling, fuel handling vehicles shall be placed so as to be readily removable in the event of fire (i.e., to permit direct forward driving away from the loading or fueling position.) No more than one re-fueler shall be positioned on each wing of an aircraft. When high-capacity aircraft are re-fueled, additional re-fuelers shall be parked or positioned more than 100 feet from the aircraft served and then only in areas approved by GBRAA.

11. MARKING & PAINTING. Fuel vehicles and equipment shall be marked in accordance with FAA Advisory Circular 150/5230-4, (i.e., No Smoking signs, flammable signs/placards, fuel types, emergency fuel cutoffs property marked.) OTHER STANDARDS FOR GROUND VEHICLES STATED IN THE AIRPORT CERTIFICATION MANUAL ALSO APPLY.

H. Fuel Spill Procedures and Requirements.

Persons engaged in aircraft fuel handling shall exercise care to prevent fuel spillage. All fuel handling personnel are required to demonstrate their knowledge and capability to clean-up fuel spills. In the event of fuel spillage involving aircraft, engines may not be started until the spill area is declared safe by the Airport Fire Department. Action in any case is determined by the size of the spills as explained below. The cleanup is always accomplished using absorbent cleaning agents. Clean up is the responsibility of the Tenant. GBRAA will be immediately advised of all fuel spills.

1. CLASS I (Minimal). Fuel spills involving an area less than two (2) feet in any plane/dimension shall have a fire guard posted until the spill is cleaned up.
2. CLASS II (Minor). Fuel spills not over 10 feet in dimensions nor over 50 square feet in area and not of a continuing nature shall have a fire guard posted with fire extinguishers and personnel until the spill is cleaned up.

3. CLASS III (Major). Fuel spills over 10 feet in any dimension and over 50 square feet in area or spills that are of a continuing nature are considered major and require one fire fighting truck to standby until the fire hazard is reduced.

a) Fire Department will blanket the spill with AFFF foam if required. The total expense for the ARFF may require reimbursement by the Tenant since this expense is above the cost of normal service rendered.

b) A dispersant should be used only when advised to do so by the Fire Department. The fuel will never be washed down sewers or drains.

I. Minimum Standards for Bulk Fuel Storage Facilities.

Any fuel storage facility to be located the Airport shall, as a minimum, meet all of the design, construction and performance standards identified below. Any deviation from these standards must be specifically approved in writing by GBRAA. The design, construction and operation of the fuel storage facility shall be in accordance with all applicable Federal, State and local regulations.

1. Jet-A Storage Tanks.

a) Provide a minimum of one (1) epoxy lined, dual-wall horizontal, steel, aboveground tanks.

b) Tanks shall be fabricated and labeled in accordance with UL-142 requirements, including saddles. Tanks shall be constructed with manway and internal ladder.

- c) Openings shall be provided in tanks for fuel inlet/outlet, venting, access, sumping and gauging.
- d) Provide tank accessories package for each tank, including floating suction assemblies and floating suction test cables.
- e) Tanks shall be provided with pressure/vacuum vents and emergency vents.
- f) Tanks shall be equipped with high level alarms and high level shut-off.
- g) Tanks shall be equipped with automatic tank gauging and leak detection system.
- h) Ladders/stairs/platforms shall be provided to access top of tanks.

2. Jet-A Dispensing and Off-Loading Equipment:

- a) Provide two (2) pumps with explosion-proof electric motors for off-loading transports or loading refuelers.
- b) Manifold piping to both pumps to allow off-loading or loading by either pump.
- c) Provide two (2) filter-separator vessels with differential pressure gauges, fuel sampling ports, and water slug valve.
- d) Provide fuel flow meters properly sized for designed flow rates.
- e) Provide a 50-gallon, fuel sump saver.



3. AVGas Tank and Loading/Off-loading Equipment:

- a) Provide a minimum of one (1) epoxy lined, dual-wall horizontal, steel, aboveground tank.
- b) Tank fabricated and labeled in accordance with UL-142 requirements, including saddles.
- c) Provide one (1) AvGas pump with explosion-proof motor, for both loading and off-loading.
- d) Tank shall be constructed with manway and internal ladder.
- e) Openings shall be provided in tank for fuel inlet/outlet, venting, access, sumping and gauging.
- f) Provide tank accessories package for tank, including floating suction assemblies and floating suction test cables.
- g) Tank shall be provided with pressure/vacuum vent and emergency vent.
- h) Tank shall be equipped with high level alarm and high level shut-off.
- i) Tank shall be equipped with automatic tank gauging and leak detection system.
- j) Ladders/stairs/platforms shall be provided to access top of tank.
- k) Provide filter vessel with differential pressure gauges, fuel sampling ports, and water slug valve.

l) Provide fuel flow meter properly sized to system.

m) Provide a 50 gallon, fuel sump saver.

4. Auto Gas:

a) Provide one (1) dual-wall horizontal, steel, aboveground tank.

b) Tank fabricated and labeled in accordance with UL-142 requirements, including saddles.

c) Provide tank accessories package of required pressure/vacuum and emergency venting.

d) Provide one (1) fuel dispensing system.

5. Diesel:

a) Provide one (1) dual-wall horizontal, steel, aboveground tank.

b) Tank fabricated and labeled in accordance with UL-142 requirements, including saddles.

c) Provide tank accessories package of required pressure/vacuum and emergency venting.

d) Provide one (1) fuel dispensing system.

6. Transfer Pad/Containment Area:

a) Transfer pad and fuel storage tank containment area shall be constructed of concrete, and sized to contain 110% of the volume of the largest storage tank or fuel transport.

b) Provide one (1) oil & water separator with valves and associated piping, installed in accordance with state and federal regulations.

7. Miscellaneous:

- a) Fuel storage and transfer areas shall be secured by eight foot high chain link fencing with three strands of barbed wire.
- b) Sufficient area lighting will be provided to facilitate fuel transfer operations at night.
- c) Communications lines for contacting emergency personnel shall be provided.
- d) Kiosk to be provided to house all electrical equipment, storage tank gauging and leak detection system, and communications equipment.
- e) All lighting installed shall be explosion proof.
- f) Secondary containment shall be designed and installed as required.
- g) A fire suppressor system, as required by NFPA shall be installed.

J. General Rules for All Tenants Performing Public Fuel Service.

- 1. Tenant shall submit a fueling procedures manual/program to GBRAA for approval prior to commencing fueling operations. Procedures for fuel quality control, personnel training, fuel equipment maintenance, and fuel spill control and clean up shall be included.
- 2. All fuel spills shall be reported immediately to the Airport Fire Department and to GBRAA. Tenant shall be responsible for proper clean up and removal of all fuel leakage from any fuel facilities or cost of clean-up if conducted by an outside agency. The cleanup and removal

methods shall comply with applicable GBRAA, city, state, and federal requirements.

3. GBRAA or the Airport Fire Department may immediately suspend any fueling operation for violation of any of the terms and conditions of these Minimum Standards.
4. It shall be the responsibility of Tenant to keep informed of all fuel and fire prevention rules and regulations at all times.
5. All equipment shall be maintained in a clean, non-leaking condition and subject to inspection at any time by the FAA, TSA or GBRAA.
6. Tenant shall provide equipment including fire extinguishers, tools, jacks, towing equipment, energizers, and starters and heaters to meet the reasonable public demand as appropriate and necessary for the servicing of aircraft in its care, custody, and control.
7. Tenant shall fuel and defuel aircraft.
8. Minimum facilities and equipment shall include two (2) metered, filter-equipped mobile fuel tenders for dispensing at least one (1) grade of gasoline and (1) grade of turbine fuel. Size of mobile dispensing truck(s) shall be determined by the Operator for each grade of fuel. Separate dispensing pumps and meters for each grade of fuel are required. Bulk fuel storage facilities shall have sufficient capacity to accommodate reasonable public demand.

9. Tenant shall maintain minimum operating hours from 8:00 a.m. to sundown, seven (7) days a week, and provide on call fuel service twenty four (24) hours per day.
10. The required public liability insurance minimums shall be \$10,000 combined single limit and shall extend to the storage area and to the mobile fuel tenders at any location on the Airport premises. Additionally, Tenant shall maintain a \$5,000,000 pollution and fuel spill liability policy as a named peril and GBRAA shall be named as an additional insured, and Tenant shall indemnify and hold harmless GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including, but not limited to, any judgment, attorney's fees, or other costs incurred by GBRAA in defending any action or claim arising out of incidents occurring on the Airport.

**6.09 ADDITIONAL MINIMUM STANDARDS FOR AERIAL APPLICATORS.**

Any Tenant or Operator desiring to engage in aerial application and who has otherwise complied with the minimum standards in Sections 4 or 5, must also include as a minimum the following:

- A. Personnel shall include at least one (1) person holding a current FAA commercial pilot certificate, properly rated for the aircraft to be used and meeting the requirements of FAR Part 137 and applicable laws and regulations of the TSA, FAA and State of Mississippi;
- B. Tenant or Operator shall maintain a file of each pilot operating aircraft. This file shall include a copy of the

pilot license, medical certificate, driver's license, photo ID, social security number, address and date of birth. Tenant agrees to provide this information to the GBRAA, FAA, TSA or federal authorities in any investigation.

- C. Tenant or Operator shall provide at least one (1) airworthy aircraft meeting all requirements of FAR Part 137 and applicable regulations of the State. This aircraft shall be owned by or leased by written agreement and based at the Tenant's or Operator's leasehold.
- D. Tenant or Operator shall provide a segregated chemical storage building protected from public areas and weather elements. No chemicals of any kind shall be dumped, placed upon, or allowed to come in contact with the surface of the Airport or the sewer or storm drains located within or adjacent to the Airport premises. Tenant or Operator further agrees to make arrangements for the disposal of excess or non-used chemicals other than on the premises of the Airport and which comply with all state, federal, and local guidelines for the disposal of same. Tenant or Operator further agrees to indemnify and hold harmless the GBRAA from any and all claims, causes of action, and demands of any kind whatsoever stemming from the disposal of chemicals inconsistent with these Minimum Standards or contrary to any state, federal, or local laws or regulations.
- E. Additional required insurance minimums shall also include aircraft liability, bodily injury, passenger liability, and property damage as follows:

1. \$1,000,000.00 combined single limit coverage or \$250,000.00 per aircraft seat, whichever is greater;
2. Third party, premises and operations, and passenger-pilot and occupant coverage.
3. Pollution and chemical spill liability shall be a named peril in said policy.
4. The GBRAA shall be named as an additional insured on all Tenant or Operator's liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including, but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of operator's its activities at the Airport.

6.10 ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT STORAGE, TIE-DOWN, AND OFFICE OR SHOP RENTAL.

Any Tenant or Operator desiring to engage in storage or tie-down of aircraft or who desires to rent office or shop space and who has otherwise complied with these minimum standards must also include as minimum the following:

- A. Personnel shall include at least one (1) properly trained person on duty during operating hours and at least one (1) person on call twenty-four (24) hours a day.
- B. Tenant or Operator shall maintain a file of each pilot/owner operating aircraft. This file shall include a copy of the pilot license, medical certificate, driver's license, photo ID, social security number, address and date of birth. Tenant

agrees to provide this information to the GBRAA, FAA, TSA or federal authorities in any investigation.

- C. Equipment shall include fire extinguishers, tools, jacks, towing equipment, energizers, and starters and heaters as appropriate and necessary for the servicing of aircraft in its care, custody, and control.
- D. Tenant or Operator shall cause to be installed suitable storage hangars, tie-downs, and rental space to accommodate its customers pursuant to both the GBRAA and City of Gulfport Building Codes and pre-approved by the GBRAA;
- E. Tenant or Operator shall provide static electricity discharge grounding rods on or adjacent to its premises in sufficient quantity to accommodate the maximum number of aircraft capable of being stored upon Tenant or Operator's premises in order to prevent accidental discharge of static electricity during maintenance or fueling operations. Installation of the grounding rods must be in compliance with the GBRAA's requirements.
- F. Additional required insurance minimums shall include the following:
  - 1. Comprehensive public liability, personal injury, products, completed operations, and property damage insurance of \$5,000,000.00 combined single limit, covering the leased premises, areas, spaces, facilities, operations, and uses of Tenant;
  - 2. Automobile liability for all vehicles traveling on Airport roads and drives in the amount of \$1,000,000 and



- in conformance with State of Mississippi requirements;
3. Fire and extended coverage insurance for the full insurable value of Tenant or Operator's buildings;
  4. Hangar-keeper's liability insurance, insuring the property of others under the care, custody, and control of Tenant or Operator including hangaring, tie-down, handling and fueling from the hazards of fire or other normal perils. Tenant's hangar-keeper's coverage shall extend to passenger and cargo airlines, military and general aviation operations;
  5. Tenant's coverage shall include the highest aggregate value of aircraft and the highest individual value of aircraft typically services;
  6. Other insurance as may be required by the FAA, TSA, City of Gulfport or the State of Mississippi.

The GBRAA shall be named as an additional insured on all Tenant or Operator's liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including, but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of operator's activity at the Airport.

6.11 ADDITIONAL MINIMUM STANDARDS FOR FLYING CLUBS.

Flying clubs desiring to base aircraft at the Airport shall operate as non-commercial tenants and operators and in order to be exempt from other minimum standards elsewhere contained in this instrument must comply with the following:

- A. Each club must be a non-profit association and be registered with the State of Mississippi. Each member must be a bona fide owner of the aircraft.
- B. The aircraft will not be used by other than bona fide members for rental and by no one for commercial operations.
- C. Student instruction may only be given in club aircraft to club members provided such instruction is given by a Tenant or Operator based on the Airport who provides flight training, or by an instructor who is a bona fide club member.
- D. Additional required insurance minimums shall also include aircraft liability, bodily injury, passenger liability, and property damage as follows:
  - 1. \$1,000,000.00 combined single limit coverage or \$250,000.00 per aircraft seat, whichever is greater;
  - 2. Third party premises and operations and student-renter pilot and occupant coverage.

The GBRAA shall be named as an additional insured on all Tenant or Operator's Liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of actions and demands of any whatsoever, including but not limited to judgments, attorney's

fees, or other costs incurred by the GBRAA in defending any action or claim arising out of operator's activity at the Airport.

- F. The club will file and keep current with the GBRAA a complete list of the club's membership and investment share held by each member.

6.12 ADDITIONAL MINIMUM STANDARDS FOR SPECIALIZED COMMERCIAL FLIGHT SERVICES.

Such services include but are not limited to the following:

- A. Banner towing and aerial advertising;
- B. Aerial photography or survey;
- C. Fire fighting or fire patrol;
- D. Power line or pipe line patrol;
- E. Any other commercial operations specifically excluded from FAR Part 135 and not covered in these Minimum Standards.

Any Tenant or Operator desiring to engage in specialized commercial flight services must also provide as a minimum the following:

- A. Personnel shall include at least one (1) person having a current commercial pilot certificate with appropriate ratings for the aircraft to be flown.
- B. Tenant or Operator shall provide at least one (1) aircraft owned by or leased in writing to the Tenant or Operator.
- C. Additional required insurance minimums shall also include aircraft liability, bodily injury, passenger liability, and property damages as follows:
  - 1. \$1,000,000.00 combined single limit coverage or \$250,000.00 per aircraft seat, whichever is greater;

2. Third party, premises and operations, and passenger-pilot and occupant coverage.

The GBRAA shall be named as an additional insured on all Tenant or Operator's liability policies and Tenant or Operator shall indemnify and hold harmless the GBRAA from any and all claims, actions, causes of action, and demands of any kind whatsoever, including but not limited to, any judgments, attorney's fees, or other costs incurred by the GBRAA in defending any action or claim arising out of operator's activity at the Airport.

6.13 ADDITIONAL MINIMUM STANDARDS FOR AIRCRAFT MARSHALING AND SERVICING.

Such services include, but are not limited to the following:

- A. Aircraft marshaling and parking;
- B. Loading, unloading and servicing; and
- C. Ticketing and baggage handling.

The only tenants and operators that are permitted to perform the above named services are full service fixed base operators and scheduled airlines based at the Airport which have operated at the Airport for at least one (1) year. Any tenant or operator desiring to engage in marshalling and servicing operations must also provide as a minimum the following:

- A. Personnel shall include at least one (1) supervisor having two (2) years experience working with commercial airlines.
- B. Tenant or Operator shall be fully trained in security regulations under CFR 1542 and FAR Part 139 Airport Certification.

- C. Insurance requirements shall be the same as those in effect for the fixed base operator or scheduled airline.
- D. Tenant or Operator shall have a lease agreement in good standing to perform this service.

6.14 ADDITIONAL MINIMUM STANDARDS FOR MULTIPLE SERVICES.

- A. Multiple responsibilities may be assigned to personnel to meet personnel requirements for all activities.
- B. All requirements for aircraft for the special activities to be engaged in must be provided, but multiple uses can be made of all aircraft and personnel, except aerial applicator aircraft, to meet these requirements. However, a minimum of one (1) aircraft must be owned or leased to the Tenant or Operator and under the direct control of the Tenant or Operator and based at the Tenant's leasehold at all times unless these minimum standards require a greater number of aircraft.
- C. All equipment specifically required for each activity must be provided.
- D. All services specifically required for each activity must be provided during the hours of operation.
- E. The Tenant or Operator will adhere to the operating schedule as required for each activity.
- F. The Tenant or Operator will obtain the required or higher combined single limit insurance coverage required of any one service provided.

#### SECTION 7: RESTRICTIONS ON AERONAUTICAL USE OF AIRPORT

In the interest of safety, the GBRAA restricts operation of Ultra-light Vehicles operating under FAR Part 103 and Parachute Jumps on to the Airport. These two (2) types of aeronautical uses severely conflict with the high performance and very large commercial and military aircraft that operate hourly at the Airport. Such uses would pose a threat to the safe operation of the Airport.

SECTION 8: SERVICES PROVIDED BY SUBCONTRACTOR

An Operator may furnish services required in the Minimum Standards through a subcontractor, provided, the Operator provides written certification to GBRAA of which services are being furnished by the subcontractor; provided the Operator identifies the subcontractor, and provided the subcontractor has an Operating Agreement with GBRAA.

## SECTION 9: PROPOSAL REQUIREMENTS.

9.01 The GBRAA will not accept an original request to lease land area or operate at the Airport unless the proposed Tenant or Operator puts forth in writing a proposal which describes the scope of operation it proposes, including the following:

- A. The services it will offer.
- B. The approximate amount of land the Tenant desires to lease.
- C. The building space it will construct or lease.
- D. The number of aircraft, if any, it will provide.
- E. The number of persons it will employ.
- F. The hours of proposed operation.
- G. Evidence of Tenant or Operator's financial capability to perform and provide the above services and facilities.
- H. If an individual, his/her name and address, or if a partnership, the names and addresses of all partners, or if a corporation, association, or other organization, the names and addresses of the President, Vice President, Secretary, and full-time officers or managing employees.

Lease, operating agreement and business permit proposals should be submitted to the GBRAA on the appropriate form attached hereto as Exhibit "A", entitled "Official Proposal for Aviation Operation and Business".



#### SECTION 10: SAVINGS CLAUSE

It is also expressly understood and agreed that in the event any agreement, covenant, term, condition, remedy, clause, Article, or provision in the Gulfport-Biloxi International Airport Minimum Standards for Operators and Businesses is held invalid by any Court of competent jurisdiction, or by the Federal Aviation Administration, or by any state or federal agency of competent jurisdiction, the invalidity of any such covenant, condition, remedy, clause, Article or provision of these Minimum Standards shall in no way invalidate or otherwise affect any other agreement, covenant, term, condition, remedy, clause, Article or provision of these Minimum Standards. Provided, however, that in the event of such a holding of invalidity by a Court of competent jurisdiction, or the Federal Aviation Administration, or any state or federal administrative agency of competent jurisdiction of any of the agreements, covenants, terms, conditions, remedies, clause, Articles or provisions of these Minimum Standards for Operators and Businesses, GBRAA has the option to cancel the existing Agreement with which these Minimum Standards are a part of, upon thirty (30) days written notice to the Tenant or Operator, canceling and terminating the Agreement with no cost, expense, or damages to be assessed by the Tenant or Operator against the GBRAA or by the GBRAA against the Tenant or Operator because or arising out of said cancellation and termination.

- END OF MINIMUM STANDARDS -

**EXHIBIT "A"**

**GULFPORT-BILOXI REGIONAL AIRPORT AUTHORITY  
OFFICIAL PROPOSAL FOR AVIATION OPERATION AND BUSINESS**

Date Submitted: \_\_\_\_\_ Date Received: \_\_\_\_\_

Submitted By: \_\_\_\_\_ Received By: \_\_\_\_\_

Proposer is a \_\_\_\_\_  
(Corporation, Partnership, Individual)

General Office Address: \_\_\_\_\_  
\_\_\_\_\_

Official Representative: \_\_\_\_\_  
Telephone No.: ( ) \_\_\_\_\_

Corporation Data: (If Applicable)	Partnership Data: (If Applicable)
Date incorporated:	Date Organized:
What State?	General or Limited Partnership?
President's Name:	Name and Address of each Partner
Vice President's Name:	
Treasurer's Name:	

**EXPERIENCE**

Other locations at which applicant is now operating an activity or business similar to the one on which applicant is submitting proposal for at the Gulfport-Biloxi International Airport. Include the name and address of each principal employee or department head of the organization or business and a description of his or her experience.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL**

Make a complete list of all requested rights, privileges, and licenses desired to be undertaken at Gulfport-Biloxi International Airport.

\_\_\_\_\_  
\_\_\_\_\_

**FINANCIAL**

A current financial statement is required to be submitted along with bank references.