

4. Minimum Standards

4.1. Policy

4.1.1 The Minimum Standards ***do not*** apply to:-

- a. Henry County, Georgia.
- b. Agencies of the State of Georgia
- c. Air carriers certified under Title 14 CFR Part 121 that are operating to or from the Airport.
- d. Persons that need to perform services on their own aircraft in cases where none of the authorized FBO's on the airport are capable of providing the services needed. An outside mechanic or the aircraft owners employee(s) may be used for a specific repair job. In all circumstances, prior approval of the Airport Manager is needed and all work shall be done in accordance with Airport Rules and Regulations and applicable contract, permit, or lease provisions.

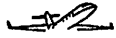
4.1.2 *These Minimum Standards shall apply to all Fixed Base Operators (FBO), Lease and Operating Agreements ("Lease") and Commercial Operating Permits ("Permit")* granted or renewed after the effective date of these rules. The provisions of the Lease or Permit will be compatible with the Minimum Standards herein contained and will not change or modify the Minimum Standards themselves.

4.1.3 *To the extent consistent with the terms of the Lease or Permit,* the requirements contained in this document shall apply to all Leases and Permits existing on the effective date of these Minimum Standards.

4.1.4 *These Minimum Standards are not intended to be all-inclusive.* The Operator will be additionally subjected to applicable federal, state and local laws, codes, ordinances or regulations including Airport Rules and Regulations pertaining to all such services.

4.1.5 The County :-

- a. ***Will not grant or permit any exclusive rights*** at the Airport forbidden by Section 308 (a) of the Federal Aviation Act of 1958 (49 U.S.C. 1349 (a)) as amended.



- b. Agrees, that in furtherance of the Policy of the FAA under this covenant, unless authorized by the Administrator, it will not, either directly or indirectly, grant or permit any person, firm or corporation the exclusive right at the Airport, or at any other airport now owned or controlled by it, to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sight-seeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, aircraft catering, aircraft cleaning whether or not conducted in conjunction with other aeronautical activities, repair and maintenance of aircraft, sale of aircraft parts and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

4.1.6 *The County reserves the right to modify or add to the Minimum Standards at any time.*

4.2. Lease Requirements

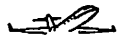
4.2.1 *No person, persons, corporations, companies, or partnerships shall develop and/or use facilities on the Airport without a properly executed lease or contract with the County.*

4.2.2 *All potential Tenants must complete and submit a Lease Application (Lease Application Form, Appendix C) made out to Henry County and any necessary engineering approvals for consideration by the County. The application and engineer approvals must be submitted a minimum of two weeks prior to the regularly scheduled meeting of the County Board Commission meeting at which the Application is to be initially considered.*

4.2.3 *The provisions of any such leases or contracts must comply with the Minimum Standards.*

4.2.4 *The Requirements of the Minimum Standards shall be incorporated by reference into all leases and agreements between the County and any person or persons, firm, or corporation desiring to be based on the Airport and engage in any commercial aeronautical services and activities. Said leases shall also include a condition that subordinates the lessee to the federal grant assurances.*

4.2.5 *The Minimum Standards and information relative to rentals, fees and charges applicable to the aeronautical services, included herein, will be made available to the prospective commercial operator at the time of application or*



during contract negotiations. The County reserves the right to deviate from any elements of the stated fees and charges where it deems such deviation is appropriate provided that any such deviation is made available to similarly situated Operators at the airport.

4.2.6 A commercial operator shall have the right and privilege of engaging in and conducting the selected activity or activities on the Airport as specified by the written contract, provided:

- a. The commercial operator's qualifications, and abilities meet the Minimum Standards;
- b. A written agreement with the Airport Operator and the County has been executed;
- c. The payment of the prescribed rentals, fees and charges have been received by the County.

4.2.7 The granting of such right and privilege shall not be construed in any manner as affording a commercial operator any exclusive right or use of the premises and facilities of the Airport, other than those premises which may be leased exclusively to the commercial operator, and then only to the extent provided in a written agreement.

4.2.8 No lease issued under these standards shall be transferable except with prior written consent and approval of the County.

4.2.9 Where there is a transfer of controlling interest of a lessee holding a permit, the new management must satisfy the County that it is able to meet the requirements of these standards. Failure to satisfy the County shall be a ground for revocation.

4.3. Aviation Development

4.3.1 Only aviation related activities and development will be permitted on the Airport and shall be consistent with the goals and objectives of the Airport Master Plan. Such activity or development must be in one of the following categories as defined:-

- a. **Full Service Fixed Base Operator (FBO)**. A full service FBO shall provide or cause to be provided a minimum of 9 of the following aeronautical services and specifically including items that are underlined.

1. Fuel and Line Service – both Jet A and 100LL. An FBO serving 4A7 must construct a fuel farm on an area at 4A7 so designated by the Airport Manager containing storage volumes no less than
 - a. 12,000 Gallons of Jet A
 - b. 12,000 Gallons of 100LL
 2. Airframe Repair
 3. Engine Repair
 4. Avionics Repair
 5. Instrument Repair, Including Use of Vacuum Equipment
 6. Propeller Shop
 7. Aircraft Catering
 8. Aircraft Management Services
 9. Transient Aircraft Parking
 10. Weather Services and Flight Planning
 11. Air Taxi/Charter – multi engine, IFR capable
 12. Flight Training
 13. Aircraft Rental
 14. Aircraft Sales – New and/or Used
 15. New Avionics Sales
 16. Hanger Rental
 17. Tie-down Rental
 18. Aircraft Parts and Supplies Sales
 19. Pilot Supplies Sales
 20. Aircraft Painting
 21. Aerial Photography
 22. Interior and Exterior Aircraft Cleaning
- b. **Specialized Aviation Services Operator (SASO).** A Commercial Operator that provides Aeronautical Activity services not included in the minimum services listed under a **Full Service FBO (para 4.3.1, a)** above. This class of operator is not authorized to sell fuel. The scope of services permitted will be limited to those authorized under the permit.
- c. **Private Hangars.** Aircraft storage structures built for individual or corporate use which are not rented or subleased for income purposes.
- d. **Commercial Hangars.** Aircraft storage structures built to rent or sublease as a revenue producing enterprise.
- e. **Light Aviation Manufacturing.** The manufacturing and or rebuilding of aircraft, aircraft components, and/or aircraft sub-assemblies.

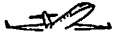
- f. **Flying Club.** A group of individuals organized to share the costs of operating one or more aircraft; or to share the costs of using a facility on the airport with no profit or commercial objective. A flying club must have at least five [5] members, all of whom share equal responsibility for club debts. No person may be a bona-fide member of a club unless that person's name has been submitted to the Airport Manager thirty [30] days prior. Part 5, Airport Rules and Regulations, of this document more specifically defines flying clubs and associated operating rights.
- g. **Aviation Service Organization.** A group of individuals organized to promote aviation safety, perform search and rescue operations and offer aviation educational opportunities.
- h. **Federal Facilities.** Structures and equipment owned and operated by the federal government engaged in aviation related activities.

4.4. Leasehold Improvements.

4.4.1 All leasehold improvements become the property of the County at the end of the lease term.

4.4.2 Unless otherwise specifically agreed to in the lease, the following improvements must be made by the developer and amortized pursuant to the developer's independent investment analysis undertaken at its sole discretion at risk within the life of the lease:-

- a. **Buildings** - A combination of hangar, shop, and office areas must equal not less than 10% of the land area leased but not more than 25% of the land area. The lessee's facilities must include public restrooms.
- b. **Aircraft Ramp** - A paved area designed to accommodate aircraft with pavement strengths commensurate with the proposed use as consented to by the Airport Manager. Maximum gross weight shall be constructed within the leased area sufficient in size to accommodate the aircraft movements and tie-down parking needed by the Lessee.
- c. **Auto Parking** - Paved auto parking sufficient in area to accommodate the lessee employee and customer needs.
- d. **Utilities** - Installation of all utilities necessary for operation of the lessee's facilities



- e. **Fencing and Security** - As necessary to prevent unauthorized persons and vehicles from straying through the lessee's area to the aircraft operating area (AOA). Specifications for said fencing must be approved by the Airport Manager.
- f. **Paved Walkways and all points of access** - will conform to the criteria specified in the Americans with Disabilities Act (ADA)

4.5. Facility Maintenance

- 4.5.1 **All lessees must maintain their facilities** in good operating repair and appearance at all times.
- 4.5.2 **Operators shall be responsible for the maintaining and repairing of all ramps** and access ways on or leading from airport runways or taxiways within leased premises.
- 4.5.3 **FBO's shall have an approved written Spill Prevention Control and Countermeasure Plan ("SPCC Plan")** that meets federal, state, local, and the County's Rules and Regulations for above ground fuel, glycol, and other petroleum products defined as "hazardous materials" that are stored and used at the Airport. An updated copy of the SPCC Plan shall be filed with the Airport Manager at least five days prior to commencing operations.

4.6. Insurance Coverage

- 4.6.1 **Each lessee must carry at its own expense adequate insurance** to replace all leasehold improvements and cover potential liabilities of the lessee's operations.
- 4.6.2 **Such policies will name the following as insured parties:-**
 - a. Henry County GA
 - b. AFCO AvPORTS Management, LLC
- 4.6.3 **All leases will contain a clause wherein the lessee indemnifies and holds harmless the parties listed within this article**, paragraph 4.6.2 a & b above, for any and all claims arising as a result of the lessee and/or operator's conduct of any operations on the Airport.
- 4.6.4 **Insurance coverage must be approved by the County** and certificates provided to the Airport Manager.

4.6.5 *Minimum insurance coverage and requirements are listed in Appendix B and be amended from time to time at the County's sole discretion.*

4.7. Nuisances

4.7.1 *All operators shall keep the sound level of their operations as low as reasonably possible, particularly during the hours of 10 p.m. to 7 a.m.*

4.7.2 *Operator will endeavor to avoid and eliminate annoyances to others on or off the airport as may be caused by noise, dust, fumes, vibrations, lighting, or other characteristics of the lessees operation as much as possible and consistent with safe operations.*

4.8. Sub-letting

4.8.1 *No lessee shall sub-let any portion of its leased premises without specific written approval of the county.*

4.8.2 *No lessee should assume that the county would grant such approvals.*

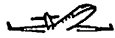
4.9. Rates and Charges

4.9.1 *The rates and charges of each operator must be conspicuously posted in a public area within the leased premises at all times.*

4.9.2 *The County establishes Rates and Charges and other airport fees for the use of the Airport and for services and activities at the Airport. All Airport rates and charges shall be paid on or before the date due. The schedule of Rates and Charges are listed Appendix A.*

4.10. Other Requirements

4.10.1 *Ramp Vehicle - Each FBO and SASO must ensure that it has a vehicle equipped with a 2-way radio capable of communicating with air traffic. Said vehicle must be road-worthy pursuant to State of Georgia Motor Vehicle Statutes and the top of the vehicle will have mounted at least one [1] amber strobe or rotating beacon light in accordance with 4A7's Rules and Regulations.*



4.10.2 Aircraft Support Equipment - Each Full-Service operator must have in their possession or available for using by agreement adequate equipment to move any type of aircraft using the airport in the event said aircraft becomes disabled on an aircraft taxiway or runway.

4.10.3 Trained Personnel - Each FBO must have adequate trained personnel staff at all times to sufficiently and safely perform the scope of services the lessee/operator has agreed to provide.

4.10.4 Fire Extinguishers - Each operator of all categories shall have available at least one operable A.B.C. fire extinguisher on its ramp area and each FBO shall also carry one in each of their ramp vehicles.

4.10.5 Hours of Operation - All Full-Service FBO operators must have employees on duty to provide the lessee's fuel and line services from 7:30 AM - 5:30 PM, 5 days a week. Line service shall be available on an on-call basis outside of those hours. All other services provided can be on a "call-in" basis.

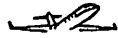
4.10.6 Trash Removal - Each lessee shall provide, at the lessee's expense, adequate closed storage and frequent removal of trash.

4.10.7 Airport Rules and Regulations - All operators and lessees agree to adhere to the rules and regulations as may be amended by the County. Said regulations shall not unduly restrict the operator's ability to perform its services.

4.11. Proposals

4.11.1 All prospective or current commercial operators wishing to provide or extend current services on the airport as the case may be, must submit, in addition to the prerequisite documents, a complete proposal including, but not limited, to the following:-

- a. Description of services to be provided
- b. Description of facilities to be built.
- c. Layout Site Plan of proposed facilities including utilities, drainage, and landscaping.
- d. Designated Professional Engineer that the operator will use to design the facilities.
- e. Proposed development construction schedule.
- f. Engineering cost estimates.
- g. Details of construction equipment to be used.
- h. Insurance coverage to be maintained.
- i. Number of persons to be employed.



4.11.2 *If construction on leased premises, or alteration of existing or future structures* on leased premises is planned, the operator shall comply with the notification and review requirements of FAA Regulation Part 77, Objects Affecting Navigable Airspace and other government entities as may be required.

4.11.3 *Operator must prepare and submit to the Airport Manager, a FAA Form 7460-1, Notice of Proposed Construction or Alteration, or, Form 7460-2 Notice of Actual Construction or Alteration, as may be applicable, to FAA no less than 45 days prior to the intended commencement of such construction or alteration. No construction or alteration shall commence until FAA has reviewed and responded to such submittals and the Airport Manager in addition, has reviewed such operator submittals and FAA responses.*

4.12. Airport Access and Security

4.12.1 *Airport access and security shall be maintained by operator at all times in accordance with standards established and required by the Airport Manager, FAA, or other governmental entity.*

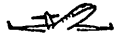
4.12.2 *Access to airport gates shall be granted to lessees via electronic gate key or access code. A refundable deposit in the amount of \$25.00 will be collected at the time gate keys are issued. Key holders shall abide by the published airport driving rules.*

4.12.3 *FBO's, SASO's and other commercial operators shall be entitled to airport access for all employees via gate key or access code and will maintain a roster of all employees with access to the airfield and ensure that all employees follow published driving rules. These entities shall be exempt from gate key deposits but will be responsible for the replacement cost of lost or damaged gate keys.*

4.13. Through-the-Fence Operations

4.13.1 *Through-the-Fence Operations is defined as the use of Airport property by operators offering an aeronautical activity on land adjacent to, or by Aircraft based on land adjacent to, but not part of, the Airport property. Through-the-Fence Operations are only permitted at the Airport with written consent of the Airport Manager and the County in the form of an access agreement. The County retains the sole discretion to permit through-the-fence arrangements at 4A7 and to set fees.*

4.14. Revocation and Suspension



4.14.1 The Airport Manager shall revoke any lease or permit which it has issued for:

- a. **False statements** knowingly made in either the application or in any statement of fact which may have been knowingly made by the applicant to the County;
- b. **Willful or repeated failure to operate substantially as required by these standards;**
- c. **Willful or repeated violation of or repeated failure to observe any requirement of these standards** or any applicable rule or regulation of the County, the FAA, or the State of Georgia;
- d. **Default in the payment of a required fee**, continuing for a period of thirty [30] days unless there is a legal contest as to the fee, where the required fee is paid "under protest" or some similar procedure is employed.