
LEXINGTON-FAYETTE URBAN COUNTY AIRPORT BOARD



MINIMUM STANDARDS

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SECTION ONE – PREAMBLE & POLICY

GENERAL

The Lexington-Fayette Urban County Airport Board (Board) does hereby establish the following Minimum Standards policy for Blue Grass Airport (Airport):

- These Minimum Standards: (1) establish the threshold entry requirements for those entities wishing to engage in Commercial Aeronautical Activities at the Airport including, but not limited to, the provision of aeronautical products, services, and/or facilities to the public, (2) ensure that those entities obtaining the approval of the Board to engage in such activities are not exposed to unfair competition, and (3) protect the public from unsafe or inadequate or substandard aeronautical products, services, and facilities.
- These Minimum Standards have also been established to comply with FAA Grant Assurance 22 *Economic Nondiscrimination* Sections (h) and (i) (see 49 U.S.C. § 47107) and Advisory Circular 150/5190-7, which provides that the Airport may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport. The Airport may prohibit or limit any given type, kind or class of aeronautical use of the Airport if such action is necessary for the safe operation of the Airport or necessary to serve the civil aviation needs of the public.
- These Minimum Standards were developed taking into consideration: (1) the role of the Airport, (2) the range, level, and quality of aeronautical products, services, and facilities currently being provided at the Airport, (3) the future needs for and the anticipated development of the Airport and the community, and (4) the promotion of fair competition at the Airport.
- These Minimum Standards are essential to protect public interest, discourage substandard Operators, and protect Airport customers.

The purpose of these Minimum Standards is to encourage, promote, and ensure:

- The delivery of high-quality aeronautical products, services, and facilities to Airport customers;
- The design and development of quality aeronautical facilities and improvements at the Airport;
- Safety and security;
- The economic health of the Airport and aeronautical businesses;
- The orderly development of Airport property;
- The establishment of a consistent policy to ensure similar treatment of similarly situated entities.

ADMINISTRATION AND POLICY OVERSIGHT

The Airport's Executive Director shall enforce these Minimum Standards on behalf of the Board.

EFFECTIVE DATE

These Minimum Standards shall be effective on **July 24th, 2019** and shall remain in effect until such time that these Minimum Standards are either repealed or amended.

AMENDMENT OF STANDARDS

These Minimum Standards may be amended or modified, in whole or in part, from time to time, by this or any future Board, and no rights shall accrue to any FBO, SASO or third party by virtue of these Standards.

OWNER'S RIGHTS

The establishment of these Minimum Standards does not alter the Board's proprietary right to engage in the development of Airport property as it deems prudent, including development of Commercial Aeronautical Activities historically exercised by the Board or which are not otherwise conferred exclusively herein. The Board reserves the right to modify these Minimum Standards as deemed necessary to maintain the Airport as a safe, secure, and non-discriminatory environment.

SEVERABILITY

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition or provision herein contained.

NOTICES, REQUESTS FOR APPROVAL, APPLICATIONS, AND OTHER FILINGS

Any notice, demand, request, consent, or approval that an entity may, or is required to, give to the Board, shall be in writing, and shall be either personally delivered or sent by first class mail, postage prepaid, addressed as follows:

**ATTN: Executive Director
Lexington-Fayette Urban County Airport Board
Blue Grass Airport
4000 Terminal Drive, Suite 206
Lexington, KY 40510**

VARIANCES AND DEVIATIONS

The Board reserves the right to authorize variances or deviations from these Minimum Standards at its reasonable discretion. Such variances or deviations may include waiving or modifying certain criteria or requiring Operators to meet additional criteria. All requests for variances or deviations shall be presented to the Board in writing in a form prescribed by the Board.

ENFORCEMENT

Any Operator that desires to provide any commercial aeronautical services at the Airport must have an Agreement with the Board and comply with these Minimum Standards. The Executive Director shall enforce the provisions of these Minimum Standards and may call upon appropriate law enforcement officials for such assistance as the Executive Director may, from time to time, require.

Permits: Failure to comply with the applicable standards set forth herein may result in the temporary suspension, or permanent revocation, of the applicable activity permit issued to Operator. Subsequent violations may result in permanent revocation of the permit. Operator may also be subject to further penalty and/or enforcement in accordance with the Airport Rules and Regulations.

Furthermore, failure to comply may also result in the termination of other Agreements between the Operator and the Board.

SECTION TWO – DEFINITIONS AND ACRONYMS

ADVISORY CIRCULAR (AC) – documents published by the FAA that contain information about standards, practices, and procedures that the FAA has found to be acceptable for compliance with associated rules, laws, or regulations.

AGREEMENT – a written contract, executed by both parties, and enforceable by law between the Board and an entity including, but not limited to, granting a concession, transferring rights or interest in land and/or improvements, and/or otherwise authorizing and/or prohibiting the conduct of certain activities. Such Agreements generally will recite the terms and conditions under which the activity will be conducted at the Airport including, but not limited to, term of the Agreement; rents, fees, and charges to be paid by the entity; and the rights and obligations of the respective parties. For purposes of clarification, the following terms may be substituted for the term Agreement – Commercial Aeronautical Activity Permit, Payment Agreement, Lease, or Concession.

AIRCRAFT – any contrivance now known or hereafter invented which is used or designed for navigation of, or flight in, air except a parachute or other contrivance designed for such navigation but used primarily as safety equipment. This includes, but is not limited to, airplanes, airships, balloons, dirigibles, rockets, helicopters, gliders, gyrocopters, ground-effect machines, sailplanes, amphibians, and seaplanes.

AIRCRAFT OPERATOR – a Person who uses, causes to be used, or authorizes to be used, an Aircraft, with or without the right of legal control (as owner, lessee, or otherwise), for the purpose of air navigation including the piloting of Aircraft, or on any part of the surface of the Airport.

AIRFRAME AND POWERPLANT MECHANIC – a Person, certificated by the FAA, who performs and/or supervises the maintenance, preventive maintenance, or alteration of an Aircraft or appliance, or a part thereof, for which he/she is rated, and may perform additional duties in accordance with certain Legal Requirements.

AIRPORT – means the Blue Grass Airport and all land, improvements, and appurtenances within the legal boundaries of the Airport as it now exists on the Airport Layout Plan and as it may hereinafter be extended, enlarged, or modified.

AIRPORT CERTIFICATION MANUAL (ACM) – the manual of operating procedures and lines of responsibility for the operation of the Airport, as required in 14 CFR Part 139.

AIRPORT LAYOUT PLAN (ALP) – the drawing (currently approved by the FAA) depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

AIRPORT OPERATIONS AREA (AOA) – a restricted area of the Airport, either fenced or posted, where Aircraft are parked or operated, or operations not open to the public are conducted. Areas include, but are not limited to, the Aircraft Aprons, Aprons, taxiways, runways, unimproved land attributed to the taxiways and runways, safety areas, areas beneath the Terminal Building, areas beneath the concourses, and contiguous areas delineated for the protection and security of Aeronautical Activities

AIRPORT SECURITY PROGRAM (ASP) – a document required by the Transportation Security Administration detailing the Airport's requirements as contained in the applicable security regulations.

AIRPORT'S EXECUTIVE DIRECTOR (EXECUTIVE DIRECTOR) – the individual designated by the Board as the Executive Director.

APRON – an area of the Airport within the AOA designated for the loading, unloading, servicing, or parking of Aircraft.

APRON PRIVILEGE – the right to operate a vehicle upon an Aircraft-parking Apron on the AOA of the Airport to deliver persons, cargo or equipment to an Aircraft or as a matter of necessity.

BOARD – the Lexington-Fayette Urban County Airport Board, a Kentucky Airport Board.

CODE OF FEDERAL REGULATION (CFR) - The Code of Federal Regulations is the codification of the general and permanent rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.

COMMERCIAL – for the purpose of generating revenue, earnings, income, compensation (including exchange for service), and/or profit, whether or not such objectives are accomplished.

COMMERCIAL AERONAUTICAL ACTIVITY – any activity that involves, makes possible, or is required for the operation of Aircraft or that contributes to or is required for the safety of such operations. Activities within this definition, commonly conducted on Airports, include, but are not limited to, the following: general and corporate aviation, air taxi and charter operations, scheduled and nonscheduled air carrier operations, pilot training, Aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, Aircraft sales and services, Aircraft storage, sale of aviation petroleum products, repair and maintenance of Aircraft, sale of Aircraft parts, parachute or ultralight activities, and any other activities that, because of their direct relationship to the operation of Aircraft, can appropriately be regarded as Aeronautical Activities. Activities such as model Aircraft and model rocket operations are not Aeronautical Activities.

CO-OPERATIVE (CO-OP) FUELING – an organization formed by Aircraft Owners, air carriers or flight departments for Self-Fueling purposes. **This type of fueling is prohibited at the Airport.**

EMPLOYEE(S) – any individual employed by an entity whereby said entity collects and pays all associated taxes on behalf of Employee (i.e., income, social security and Medicare). The determination of status between “Employee” and “contractor” shall be made according to the current Internal Revenue Service standards.

EXCLUSIVE RIGHT – a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege, or right. An Exclusive Right can be conferred either by express Agreement (i.e. lease Agreement), by the imposition of unreasonable standards or requirements, or by any other means. Such a right conferred on one or more parties but excluding others from enjoying or exercising a similar right or rights, would be an Exclusive Right. An Exclusive Right to conduct a Commercial Aeronautical Activity, which is forbidden by federal regulation, is distinguished from an Exclusive Right to occupy real estate, which is permitted by federal regulation under certain conditions.

FEDERAL AVIATION ADMINISTRATION (FAA) – the United States Department of Transportation’s Federal Aviation Administration.

FEDERAL AVIATION REGULATION (FAR) - rules prescribed by the FAA governing all aviation activities in the United States

FIXED BASE OPERATOR (FBO) – a Commercial business providing Aeronautical Services such as fueling, hangaring, tie-down and parking, Aircraft rental, Aircraft maintenance, flight instruction, etc. Only authorized FBOs are permitted to provide fueling and other FBO services on the Airport.

INDEPENDENT OPERATOR – An entity conducting Commercial Aeronautical Activities but without an established place of business on the Airport. **This type of Operator is not authorized to provide services at the Airport.**

KENTUCKY REVISED STATUTES (KRS) – the body of laws which govern the Commonwealth of Kentucky, United States.

MINIMUM STANDARDS – these qualifications, standards, and criteria set forth by an Airport Operator which must be met as a condition for the right to engage in Commercial Aeronautical Activities at the Airport.

NATIONAL FIRE PROTECTION AGENCY (NFPA) – a United States trade association that creates and maintains standards and codes for usage and adoption by local governments.

NON-COMMERCIAL – not for the purpose of securing earnings, income, compensation (including exchange of service) and/or profit.

OPERATOR – any FBO, SASO, and/or any entity subject to the standards set forth herein.

PRIVATE FLYING CLUB – A nonprofit or not-for-profit entity (e.g., corporate, association, or partnership) organized for the express purpose of providing its members with aircraft for their personal use and enjoyment only. The ownership of the club Aircraft must be vested in the name of the Flying Club or owned by all its members, the property rights of the members of the club shall be equal and no part of the net earnings of the club will inure to the benefit of any individual in any form, including salaries, bonuses, etc. The Flying Club may not derive greater revenue from the use of its Aircraft than the amount needed for the operation, maintenance, and replacement of its Aircraft.

LEGAL REQUIREMENTS – federal, state, county, local, and Airport laws, codes, ordinances, policies, rules, and regulations, including, without limitation, those of the United States Department of Transportation, the United States Department of Homeland Security, TSA, FAA, Environmental Protection Agency (EPA), OSHA, Aircraft Rescue Fire Fighting (ARFF) Standard Operating Guidelines, and the Airport Certification Manual, the Airport's primary guiding documents; all as may be in existence, hereafter enacted, and amended from time to time.

SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO) – SASOs are sometimes known as service providers or special FBOs performing less than full services. These types of companies differ from a full service FBO in that they typically offer only specialized Commercial Aeronautical Services such as Aircraft sales, flight training, Aircraft maintenance, or avionics services for example. SASOs do not have the right to provide fueling services at the Airport.

SELF-FUELING AND SELF-SERVICE – Self-Fueling means the fueling or servicing of an Aircraft (i.e. changing the oil, washing) by the owner of the Aircraft with his or her own Employees and using his or her own equipment. Self-Fueling and other Self-Services cannot be contracted to another party. Self-Fueling implies using fuel obtained by the Aircraft owner from the source of his/her preference which must be stored and dispensed in a manner designated by the Board. As one of many Self-Service activities that can be conducted by the Aircraft owner or Operator by his or her own Employees using his

or her own equipment, Self-fueling differs from using a Self-Service fueling pump made available by the Airport or an FBO. The use of a Self-Service fueling pump is a Commercial activity and is not considered Self-Fueling. In addition to Self-Fueling, other Self-Service activities that can be performed by the Aircraft owner with his or her own Employees includes activities such as maintaining, repairing, cleaning, and otherwise providing service to an Aircraft, provided the service is performed by the Aircraft owner or his/her Employees with resources supplied by the Aircraft owner. Any provision of these Minimum Standards to the contrary notwithstanding, any holder of a pilot certificate may perform the preventive maintenance functions on Aircraft owned or operated by the pilot as specifically permitted under 14 CFR Part 43.

SUBLEASE – an Agreement entered into by an entity with an Operator that transfers rights or interests in Operator’s Premises. Subleases are prohibited, unless the Board grants prior written consent.

SUBLICENSE – a license granting rights to a person or company that is not the primary holder of such rights. Sublicenses are prohibited, unless the Board grants prior written consent.

THROUGH-THE-FENCE OPERATION – when an airport sponsor grants an entity ground access by an Aircraft across the Airport’s property boundary to the Airport’s airside infrastructure (commonly through-the-fence) and permission to engage in associated Aeronautical Activities from property adjacent to the Airport. **The obligation to make an Airport available for the use and benefit of the public does not impose any requirement for the Airport sponsor to permit ground access by Aircraft from adjacent property, and the Airport has not consented, and does not plan to consent to any Through-the-Fence Operators.**

TRANSPORTATION SECURITY ADMINISTRATION (TSA) – the United States Department of Homeland Security’s Transportation Security Administration.

SECTION THREE – GENERAL REQUIREMENTS

All Operators engaging in Commercial Aeronautical Activities at the Airport shall meet or exceed the requirements of this Section as well as the Minimum Standards applicable to the Operators' Activities, as set forth in subsequent sections.

1. EXPERIENCE/CAPABILITY

Operator shall have such business background and shall demonstrate its business capability and financial capacity to the satisfaction of, and in such manner as to meet with the approval of, the Executive Director and the Board.

Any prospective Operator seeking to conduct a Commercial Aeronautical Activity at the Airport shall demonstrate that it has the resources necessary to realize the business objectives established by the Operator and the personnel, experience, equipment, and licenses necessary to operate in a safe and appropriate manner. Appendix One – Proposal Requirements should be used as a guide to assist prospective Operator in demonstrating resources and capabilities.

2. AGREEMENT REQUIRED

No entity shall be permitted to use any land or improvements, conduct any Commercial Aeronautical Activity or solicit business in connection therewith unless; a) such activity is conducted in accordance with these Minimum Standards, as amended from time to time by the Board; b) unless the entity has a valid Agreement with the Board allowing the conduct of such specifically authorized Activities on the Airport; c) pays all applicable fees and charges established by the Board for granting such rights and privileges; d) and, has obtained all required FAA certifications and/or licenses to perform the Commercial Aeronautical Activity. In the event of a conflict between an Agreement and the Minimum Standards, the Agreement shall govern.

An Operator shall not engage in any Commercial Aeronautical Activity not specifically authorized by Agreement.

3. PAYMENTS OF RENTS, FEES, AND CHARGES

Operator shall pay the rents, fees, or other charges on time, as specified by the Authority for engaging in all Aeronautical Activities. The Authority may, at its option, enforce the payment of any rent, fee, or other charge due and owing to the Authority by any legal means available to the Authority under any Agreement and as provided by Legal Requirements. Operators shall comply with the policies and/or resolutions adopted by the Board and within the terms of other written Agreements with the Board.

4. PREMISES

Operators shall, at a minimum, lease the land and/or improvements stipulated for the activity in these Minimum Standards. All Aeronautical Activities must be conducted on the Airport, and Through-the-Fence Operations are not permitted.

Premises used for Commercial purposes that require public access shall have direct landside access.

Apron/Paved Tie-Downs – Aprons/paved tie-downs (if required) must be adequately sized having a weight bearing capacity to accommodate the movement, staging, and parking of Operator's, (Operator's) Sub-lessee's or (Operator's) Sub-licensee's, and Customer's Aircraft (if applicable) without interfering with the movement of Aircraft in and out of other facilities and Aircraft operating in taxilanes or taxiways.

Aprons – Aprons associated with hangars shall be sufficient in size and strength to accommodate the movement of Aircraft into and out of the hangar, staging, and parking of customer and/or Operator Aircraft without interfering with the movement of Aircraft moving in and out of other facilities or Aircraft operating in taxilanes or taxiways.

Paved Automobile Parking – Paved automobile parking shall meet all federal, state, and local requirements and be sufficient to accommodate all of the Operator’s and Operator’s Sub-lessee’s or Sub-licensee’s (if applicable) customers, Employees, visitors, vendors, and suppliers on a daily basis. Paved automobile parking shall be on Operator’s premises and located in close proximity to the Operator’s main facility. On-street automobile parking is not allowed.

5. FACILITY MAINTENANCE

Unless and except to the extent otherwise agreed to in writing, Operator shall, at its own expense, keep and maintain the premises leased/assigned for its own use and all such improvements and facilities and additions thereto, constructed or installed by it or by the Board, in good repair and in clean, neat, orderly, and fully functional condition, reasonable wear and tear excepted, during the term of any Agreement, including all structural, interior, and exterior maintenance of all facilities, all landscaping, all utilities, all lighting, and all paved areas. Operator will also provide all necessary cleaning services and replace any property that has been damaged by Operator’s activities in a timely manner or as designated by the Executive Director.

6. PRODUCTS, SERVICES, AND FACILITIES

Unless otherwise agreed to in writing, an FBO may conduct any activity or activities, meeting the applicable standards specified herein, in addition to those specifically identified and required of an FBO in Section 4 - Fixed Base Operator.

Unless otherwise agreed to in writing, a SASO may engage in any of the permissible Aeronautical Activities identified for a SASO in Section 5 - Specialized Aeronautical Service Operator.

Operators are expected to (1) provide products, services, and facilities on a reasonable and not unjustly discriminatory basis to all consumers, (2) charge reasonable and not unjustly discriminatory prices (while being allowed to make reasonable discounts to volume purchasers), and (3) conduct activities in a safe, efficient, and first-class professional manner.

7. EXCLUSIVE RIGHTS

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

However, an airport sponsor may elect to provide certain Commercial Aeronautical Activities directly (i.e., products, services, and facilities can be provided by the sponsor’s Employees using the sponsor’s vehicles, equipment, and resources) in which case, the airport sponsor can exercise its proprietary Exclusive Right – as allowed in the Assurances.

The presence of only one Operator engaged in a particular Commercial Aeronautical Activity does not, in and of itself, indicate that an Exclusive Right has been granted. It is the policy of the Board not to enter into or promote an understanding, commitment, or express Agreement to exclude other reasonably qualified and experienced entities. Accordingly, those entities who desire to enter into an Agreement with the Board should neither expect nor request that other

entities who also desire to engage in the same or similar Commercial Aeronautical Activities be excluded.

The opportunity to engage in Commercial Aeronautical Activities shall be made available to those entities complying with the standards and requirements set forth in these Minimum Standards and as land and improvements may be available at the Airport to support such Commercial Aeronautical Activities provided such use is consistent with the current and planned uses of land and Improvements at the Airport and is in the best interests of the Board and the public, as determined by the Board at its sole discretion.

8. NON-DISCRIMINATION

Operator agrees to abide by those certain covenants and assurances required or recommended by the FAA, TSA, Kentucky Transportation Cabinet (KTC), United States Department of Transportation (USDOT) or by federal or Kentucky statute. In the event of breach of any such covenant, the Board shall have the right to terminate any Agreement and to reenter and repossess any land and/or facilities thereon and hold the same as if said Agreement had never been made or issued. The Board shall have the further right to take such action as the federal government may lawfully direct to enforce this obligation. In the event future covenants and/or assurances are required of the Board by the USDOT, KTC, FAA or TSA, which are applicable to an Agreement, Operator agrees that it will conform with the provisions thereof so long as the Agreement is in effect.

Operator shall not discriminate against any person or class of persons by reason of race, creed, color, national origin, ancestry, sex, age, or physical handicap in providing any products or services or in the use of any of its facilities provided for the public, or in any manner prohibited by applicable Legal Requirements including without limitation Part 21 of the Rules and Regulations of the Office of the Secretary of Transportation effectuating Title VI of the Civil Rights Act of 1964, as amended or reenacted.

9. LICENSES, PERMITS, CERTIFICATIONS, AND RATINGS

Operator shall meet and maintain all applicable licenses, permits, and certification and or ratings requirements for the services offered and shall also be registered with the Kentucky Secretary of State as a bona fide business entity in Fayette County. Operator shall provide copies to the Board upon request.

10. PERSONNEL

Operator shall have courteous, properly trained, fully qualified and certified (if applicable) Employees on duty and on premises, or readily available, during hours of activity. Operator shall have sufficient Personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner. Specific hours of operation are detailed under each Commercial Aeronautical Activity and must be adhered to unless otherwise approved by the Executive Director. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator.

Employee Appearance and Conduct – Operator shall be responsible for the conduct, demeanor, and appearance of its officers, agents, Employees and representatives. Employees on duty shall dress professionally applicable to the operation. Operator shall closely supervise service personnel to assure a high standard of service. At all times, all Employees are required to have, on their person, an Airport-issued Airport security identification badge. No offensive or profane language or symbols will be worn or displayed by any Employee. Each Employee will conduct himself or herself in a professional manner at all times.

Upon receipt of a written objection from the Executive Director concerning the inappropriate conduct or demeanor of any of Operator's Employees, Operator shall promptly eliminate the basis for the objection and shall take any action reasonably necessary to prevent a recurrence of the same or similar conduct or demeanor. Employees not adhering to the above requirements may be asked to immediately comply or leave the Airport until such time as they are in full compliance.

11. AIRCRAFT, VEHICLES, AND EQUIPMENT

All required Aircraft, vehicles, and equipment must be fully operational, functional, and available at all times and capable of providing all required products and services. All equipment must have markings to identify ownership via the Operator name and/or logo and require licensing under KRS if operated on public roadways.

12. HOURS OF ACTIVITY

Hours of activity shall be clearly posted in public view using appropriate (and professional) signage approved in advance, and in writing, by the Executive Director.

13. SAFETY AND SECURITY

The Board has the overall responsibility for Safety and Security at the Airport as described in 14 CFR Part 139 and 49 CFR Part 1542 and KRS Chapter 183. Standards and procedures for meeting these requirements are defined in the Airport Certification Manual, the Airport Rules and Regulations, and the Airport Security Program.

Operators are required to be informed and follow all rules and regulations promulgated from time to time by the U.S. Department of Transportation, U.S. Department of Homeland Security, the FAA, the TSA, the Commonwealth of Kentucky, the Kentucky Transportation Cabinet, and the Board governing the conduct and operation of the Airport and its facilities. In the event the Board is assessed and pays a fine because of an act or omission of Operator, its Employees, agents, or invitees, Operator shall reimburse the Board for such payment within thirty (30) days of the Board providing such notice of payment.

14. ENVIRONMENTAL

Operator shall at all times and in all respects comply with local, state, and federal laws ordinances, regulations, and orders relating to Environmental protection, industrial hygiene, or the use, generation, manufacture, storage, disposal, or transportation of Hazardous Materials on, about, or from the Airport. If a Permit is approved for a Commercial Aeronautical Activity, Operators will agree to the following language, or substantially similar language, included and any associated lease or other Agreement as appropriate.

Except as set forth in this Section or an Agreement, Operator hereby assumes all risk of loss and any related expenses arising out of the existence on the Premises of hazardous substances or other materials hazardous or injurious to persons or property, or arising out of the release of such materials by Operator, including but not limited to, risk of loss and liabilities, fines and expenses under federal, state and local environmental laws and regulations as written or amended.

Operator shall provide the Board with copies of all communications regarding the Premises from any governmental agency relating to any Environmental Law (as hereinafter defined) or any person with respect to any claim relating to any Environmental Law (each, an "Environmental Claim"). Operator shall defend, release, indemnify and hold harmless the Indemnified Parties (as defined in the next section) from and against all obligations, losses, claims, suits, judgments, liabilities, penalties, damages, costs and expenses arising from third party claims (including reasonable attorneys' fees and expenses) of any kind or nature whatsoever that may be incurred

by, or asserted against such Indemnified Parties, resulting from (i) the actual or alleged presence of Hazardous Substances on the Premises which is caused by Operator or (ii) any Environmental Claim relating to Operator's use of the Premises. The provisions of this Section shall survive the expiration or termination of the Operator's Agreement with the Board and/or the Permit, as applicable.

For purposes of these Minimum Standards, the following capitalized terms shall have the meanings ascribed below:

"Environment" means soil, air, surface water, ground water, and land.

"Environmental Law" means any governmental law or statute, rule, regulation, ordinance, code, policy, or rule of common law now or hereafter in effect relating in any way to the environment, health, safety, or any Hazardous Substances.

"Environmental Release(s)" means any spill, leak, pumping, pouring, emission, discharge, injection, escape, leaching, dumping, disposing, or other entering into the Environment of any Hazardous Substance at, in, by, from, or related to the Premises, whether known or unknown, intentional or unintentional.

"Hazardous Substances" means (i) oil or other petroleum products; (ii) "hazardous substances" as defined by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*; (iii) "hazardous wastes" as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; (iv) "toxic substances" as defined by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; (v) "hazardous materials" as defined by the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; (vi) radioactive materials, including those subject to the Atomic Energy Act, 42 U.S.C. §§ 2011 *et seq.* and (vii) any other pollutant, chemical or substance whose presence creates a hazard to human health or the environment.

Operator shall not cause any Hazardous Substances to be generated, treated, stored, used, installed or disposed in, on, under or about the Premises in any material amounts, except as required for the conduct of its business, and shall at all times maintain such Hazardous Substances in full compliance with all applicable laws and regulations for containment. On each January 1, the Board, at its discretion, may require each Operator to sign a letter of compliance stating that they are meeting all environmental laws and standards for all types and amounts of Hazardous Substances, if any, that are generated, processed, distributed, used, treated, kept, stored, handled, disposed of or transported in, on or about the Premises in any amounts by Operator and its agents, Employees, contractors or invitees and that Operator reasonably anticipates will be generated, processed, distributed, used, treated, kept, stored, handled, disposed of or transported in, on or about the Premises in any material amounts by Operator and its agents, Employees, contractors or invitees. Operator agrees to comply with all current and future Environmental Laws enacted by any applicable jurisdiction.

15. INDEMNIFICATION AND INSURANCE

If a permit is approved for a Commercial Aeronautical Activity, Operators will agree to the following language, or substantially similar language, included and any associated lease or other Agreement as appropriate.

All prospective and existing Operators shall provide evidence of insurance coverage satisfactory to the Board and in the amounts stipulated for each particular type of activity according to the insurance requirements established by the Board in consultation with its risk management

agent(s) and kept on file with the Board. Said insurance requirements are subject to periodic modification at the discretion of the Board. The limits stipulated for each activity represent the minimum coverage that shall be maintained by Operator to engage in Activities at the Airport and do not limit operations liability under this Lease. Operator shall conduct its own analysis, in conjunction with its own risk management agent(s) to determine if additional coverage is needed. Policies of insurance shall be in a form, with companies authorized to write insurance in the Commonwealth of Kentucky, have an A.M. Best rating of B+, VIII, or better, and be otherwise satisfactory to the Board. Operator shall be solely responsible for the payment of any and all deductibles that apply to any claim that is made under Lessee's insurance policy.

Operator shall furnish annually its insurance policies or certificates, as the case may be, to the Board, which shall contain an endorsement that such insurance may not be cancelled except upon thirty (30) days' notice to the Board. Operator's failure to provide and keep in force the required insurance shall be regarded as a material default, entitling the Board to exercise any or all remedies.

All liability insurance policies shall name the Board and its directors, officers, Employees, agents and representatives (the "Indemnified Parties") as additional insureds.

Operator shall meet all statutory requirements for workers' compensation insurance. Evidence of workers' compensation insurance shall be furnished annually to the Board and notices of cancellation shall be furnished at least thirty (30) days prior to the effective date of cancellation.

Operator agrees that all of its personal property and all of the personal property of its Employees, customers, invitees, and guests that may at any time be on the Premises, shall be there at Operator's sole risk and that the Board shall not be liable for any damage or loss to such personal property or loss suffered by the business or occupation of the Operator caused in any manner whatsoever.

Operator shall defend, release, indemnify, and hold the Indemnified Parties harmless from liability, loss, injury (including death), costs (including reasonable legal fees) and damages of every kind and nature awarded to third parties under claims which arise, either directly or indirectly, out of Operator's use, nonuse, possession, or condition of the Premises or conduct of Operator's business thereon.

16. TAXES AND ASSESSMENTS

Operator shall, at its sole cost and expense, pay all taxes, fees, and other charges that may be levied, assessed, or charged by any duly authorized entity associated with Operator's Premises (land and/or improvements), Operator's improvements on Premises, and/or Operator's Activities.

17. MULTIPLE ACTIVITIES

When more than one activity is proposed, the activities will be reviewed by the Board and, if deemed appropriate, the minimum requirements shall vary depending upon the nature of each activity or combination of activities. While the requirements may not necessarily be cumulative, the Operator will be required to at least meet the highest minimum standard among the multiple activities.

18. NEW ACTIVITIES

Commercial Aeronautical Activities may be proposed that do not fall within the categories designated herein. In any such cases, appropriate Minimum Standards shall be developed at such time on a case-by-case basis for such Activities and/or incorporated into the Operator's Agreement.

19. PIONEERING PERIOD

When specific Commercial Aeronautical Activities (e.g., product, service, or facility) are not currently being provided at the Airport, the Board may enter into an Agreement under terms and conditions that may be less than those outlined in the Minimum Standards for a limited period of time not to exceed six months (known as the pioneering period).

20. EXISTING AGREEMENTS

It is understood that the establishment of these Minimum Standards will not alter certain provisions or requirements of existing Agreements or Permits between the Board and existing tenants as of July 24th, 2019, unless the Board or Executive Director deems the non-compliance to result in an unsafe operating environment.

Existing tenants, however, are encouraged to comply with these Minimum Standards, as set forth herein, even if not contractually obligated to do so.

21. CONSTRUCTION/ALTERATIONS

All alterations and improvements, including, but not limited to, offices, hangars, access roads, access taxiways, taxilanes, vehicle parking areas, and Aircraft parking areas, shall be in accordance with design and construction standards established by the Board and in accordance with applicable federal, state, and local codes, ordinances, laws, rules, and regulations. Operator shall not proceed with any construction or remodeling on the Premises leased/assigned without first obtaining advance written approval of plans and specifications for such work from applicable agencies, including the Executive Director.

22. SUBLICENSE/SUBLEASE ACTIVITY

All Sublicense/Sublease Agreements require the prior written approval of the Board, which consent may be withheld in the sole discretion of the Board with the exception for FBO Operators that routinely Sublease space in the normal course of their business (i.e. Subleasing hangar space for based or itinerant Aircraft).

23. COMPLIANCE WITH LEGAL REQUIREMENTS

Operator shall observe and obey all reasonable Legal Requirements promulgated from time to time by the Department of Transportation (USDOT), the FAA, the Department of Homeland Security (DHS), the TSA, the Occupational Safety and Health Administration (OSHA) the Commonwealth of Kentucky, and the Board, governing the conduct and operation of the Airport and its facilities.

24. NON-INTERFERENCE

Operator shall keep the sound level of its operations as reasonably low as possible and shall not produce any electrical, electronic, or other disturbance that interferes with the operation of the Board, the FAA, scheduled airlines or navigation, communication or flight equipment on the Airport, or on Aircraft using the Airport.

25. FLAMMABLES

Operator shall not keep or store flammable liquids except in accordance with the recommendation of the manufacturer of the product or in safety containers of a type approved by the Underwriters Laboratories (UL), the U.S. Government, the International Air Transport Association (IATA), or the NFPA.

SECTION FOUR – FIXED BASE OPERATOR

1. DEFINITION

A Fixed Base Operator (FBO) is a Commercial Operator engaged in the sale of products, services, and facilities to include, at a minimum, the following Commercial Aeronautical Activities at the Airport: Fueling (Jet fuel and AvGas); Line (Ground) services and support (hangar, tie-down, parking, and Aircraft de-icing, etc.); Aircraft maintenance meeting the same standards as required under this Section Four. Only an approved FBO may provide fueling services.

In addition to the General Requirements set forth in Section Three, each Fixed Base Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Four. An FBO may engage in any SASO activity. An FBO may Sublicense any required aviation services with the exception of fueling services to a SASO (i.e., a SASO can fulfill any of the mandatory requirements of an FBO except for fuel products and services) provided that the Sublicense and/or Sublease Agreement are approved in writing in advance by the Board. SASOs must meet all applicable requirements for the Sublicense operation. SASOs can Sublease space from an FBO in order to meet Minimum Standards as long as the FBO meets the Premises requirement for an FBO and the SASO activity.

2. PREMISES

Total ground area shall be at least five (5) contiguous acres. FBO may be permitted to have additional non-contiguous land for its operations.

Apron area (in addition to Apron area associated with the Building/Facility below) shall be at least 125,000 square feet and provide paved transient Aircraft parking with a pavement design to accommodate largest Aircraft typically handled or serviced by the FBO. Apron area shall include adequate space to accommodate the number, type, and size of based/transient Aircraft requiring tie-down space at the Operator's premises, but no less than 10 paved tie-down spaces.

Building/Facility area shall be a minimum of 5,000 square feet and include a customer area having adequate space for (or in the case of a Sublease/Sublicense, immediate access to) customer lounge, restrooms, and an administrative area having adequate and dedicated space for Employee offices, work areas, and storage. A minimum 45,000 square feet of hangar space must also be provided with an equal amount of Apron for ingress and egress.

If the FBO engages in additional Commercial Activities (beyond those required in this section), the FBO shall comply with the space requirements stipulated for each additional activity; however, the requirements shall not necessarily be cumulative. At least one hangar must contain a hangar footprint of no less than 15,000 square feet with a minimum 28-foot door height.

3. FUEL STORAGE

FBO shall demonstrate that satisfactory arrangements have been made with a recognized aviation petroleum distributor for delivery of aviation fuels in such quantities as are necessary to meet the requirements set forth herein.

An FBO shall have a fixed fuel storage tank system (in a location designated by Board), containing safety fixtures and filtration systems to ensure fuel quality in accordance with applicable standards. Above ground storage tanks shall be built, installed, operated, and maintained in accordance with all federal, state, and local regulations as written and amended.

At the Airport, the system shall have at least 40,000 gallons of storage for Jet A fuel and 10,000 gallons of storage for AvGas that the FBO is required to provide. The storage system must include adequate fuel spill prevention features and containment capabilities together with an approved fuel Spill Prevention Countermeasures and Control Plan that must be submitted to the Executive Director and kept current by Operator. Operator must also be in compliance with FAR Part 139, to include quarterly fuel truck and fuel farm inspections by Airport staff.

FBO shall meet all applicable standards necessary for the storage of fuel for general aviation and scheduled air carriers. Further, all fuel delivered shall meet specifications in accordance with Air Transportation Association (ATA) Specification 103, or the prevailing standard as amended. Ensuring the quality of the fuel is the responsibility of FBO.

FBO shall provide for the lawful and sanitary handling and timely disposal, away from the Airport, of all solid waste, regulated waste, and other materials including, but not limited to, used oil, solvents and other regulated waste. FBO shall provide monthly fuel reports, including total gallons of fuel **delivered** to the FBO by type and category, to the Executive Director. Upon request, reports shall include delivery receipts from fuel transporter or supplier.

Totally mobile fuel dispensing equipment shall not be permitted as fuel storage facilities and shall not be considered to assist in meeting total fuel storage requirements.

4. **FUELING EQUIPMENT**

An FBO shall be required to comply with and/or provide the following:

Fuel-dispensing equipment, meeting all applicable Legal Requirements for each type of fuel dispensed.

Adequate bonding wires continuously inspected and maintained, on all fueling equipment. Spill kits for both fixed and mobile fuel storage tanks.

An adequate supply of properly located fire extinguishers, safety controls, and/or protection equipment as required by the Airport fuel fire safety standard.

Mobile refueling vehicles (Refuelers), designed and built for the purpose of fueling Aircraft, self-propelled, properly marked/labeled with type of fuel being carried, equipped with a metering device, and having separate dispensing pumps for each grade of fuel (Jet A Refuelers shall have the capability to provide “over-the-wing”, “single point”, and “bottom-loading” capability).

Proper storage and staging of Refuelers in accordance with all applicable Legal Requirements.

Refueler Size/Quantity:

At least one 100LL/AvGas Refueler with a 750-gallon minimum

At least two Jet A Refuelers with a 3,000-gallon minimum per Refueler

Backup Equipment: An FBO shall be required to have immediate access to the use and operation of a temporary replacement Refueler should the primary vehicle used to meet these Minimum Standards become inoperative and/or unable to dispense fuel. Such access shall be conveyed through written Agreement clearly stating the terms and conditions under which Refueler shall be

made available to FBO. Copies of such Agreement shall be made available to the Executive Director upon request.

Use of Equipment: With respect to the use and operation of the equipment described herein, FBO shall be liable for any leaks, spills and/or other damage that may result from the handling, storage, or dispensing of fuel.

5. OTHER EQUIPMENT

In regards to line service activities, FBO shall provide tie-down facilities and equipment including rope, chains, and other types of restraining devices (e.g. wheel chocks); adequate loading, unloading, and towing equipment (tugs and tow bars) to safely and efficiently move Aircraft as necessary; equipment for inflating Aircraft tires, washing Aircraft and Aircraft windows; oxygen and nitrogen; equipment to clean and deodorize both the interior and exterior of Aircraft including a lavatory cart; radio contact to service personnel; ground power units, and a crew/courtesy vehicle.

FBO shall provide, at a minimum, Type I Aircraft de-icing services with equipment sufficient to deice the largest Aircraft normally frequenting the FBO.

Although not required, it is desirable for the FBO to provide Type IV Aircraft de-icing services.

The quantity of such equipment shall be based upon that required to support the Aircraft normally frequenting the FBO's Premises to include backup/replacement equipment.

6. PERSONNEL

Operator shall have courteous, properly trained, fully qualified and certified (if applicable) Employees on duty and on premises, or readily available, during hours of activity. Operator should have sufficient Personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner. Specific hours of operation are detailed under each Commercial Aeronautical Activity and must be adhered to unless otherwise approved by the Executive Director. Operator shall also maintain, during all business hours, a responsible person in charge to supervise the operations on the Premises with the authorization to represent and act for and on behalf of Operator. Emergency contact information shall be provided to Airport Operations for all on duty personnel for all shifts.

Operators are strongly encouraged to train their personnel in accordance with National Air Transportation Association's (NATA) Safety First guidelines or its equivalent. FAR Part 139 requires FAA approved fuel training every twelve (12) consecutive months.

7. HOURS OF ACTIVITY

FBO facility and services shall be available 24 hours a day seven (7) days a week.

Fuel and line services shall be available 24 hours a day including holidays. Fueling/line service personnel are not required to be on-site between the hours of 12:00 a.m. and 4:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.

FBO shall ensure that its personnel have a means of communication (i.e. portable radio) for immediate emergency notification during times when the primary phone is unmanned.

Aircraft maintenance and Aircraft recovery/removal services shall be available 24 hours per day including holidays. Maintenance/recovery personnel are not required to be on-site between the hours of 12:00 a.m. and 4:00 a.m., provided that such personnel are available after hours, on-call, with a response time not to exceed thirty (30) minutes.

The Board reserves the right to require that facilities be open and staffed during other times based upon the public benefit and/or need.

8. AIRCRAFT RECOVERY/REMOVAL

In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the FBO shall begin the steps necessary to remove disabled Aircraft (up to the largest Aircraft based at the FBO, unless otherwise established by agreement) from the airfield during the hours identified under item 7, Hours of Activity, of this Section Four. FBOs shall develop and maintain a procedure resource list and contact names to assist with the removal of disabled Aircraft. It is understood that, while the Airport will assist with removal, the FBO is solely responsible for said activities. The resource list and contact names must be kept current at all times and provided to the Airport upon request.

9. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines established by the Board in consultation with its risk management agent(s). Such insurance requirements may be modified from time to time based on prudent risk management.

AIRCRAFT CHARTER AND MANAGEMENT OPERATOR (SASO)

1. DEFINITION

An Aircraft Charter Operator is a Commercial Operator engaged in on-demand common carriage for persons or property (as defined in 14 CFR Part 135) or operates in private carriage under 14 CFR Part 125. An Aircraft Management Operator is a Commercial Operator providing services (for Aircraft not owned by the Operator) including, but not limited to, flight scheduling and dispatching and flight crew (pilot) services to the public (and/or coordinating Aircraft fueling through an Airport FBO, line services, ground handling, maintenance, and storage for or on behalf of the public). In addition to the General Requirements set forth in Section Three, each Aircraft Charter Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Four.

2. PREMISES

Building/Facility shall include a customer area having adequate space for, or immediate access to, customer lounge, restrooms, and an administrative area having adequate and dedicated space for Employee offices, work areas and storage. The minimum building space required is 1,000 square feet. Each Aircraft Charter Operator required to maintain a business office at the Airport. For Aircraft Management Operators, the premises requirements may be met through the Operator's customer(s) (Aircraft Owner) who have based Aircraft at the Airport as long as the Aircraft Owner meets applicable equivalent standards, as appropriate, and, as specified in this Section for the storage of their own Aircraft.

3. LICENSES AND CERTIFICATION

Operator shall maintain appropriate FAA certification and approvals required to meet the standards set forth in this category including for Operator itself and any Aircraft or other equipment and copies of such certification and approvals shall be provided to the Board. Personnel shall be properly certified by the FAA, current, and hold the appropriate ratings and medical certification in the Aircraft being flown.

4. PERSONNEL

Operator shall have courteous, properly trained, fully qualified and certified (with licenses and/or ratings appropriate for the services being provided) employees on duty and on premises, or readily available, during hours of activity. Operator should have sufficient Personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner but never less than one (1) person or the minimum numbers of persons required to operate the Aircraft being flown, whichever is greater.

5. EQUIPMENT

Operator shall provide, either owned or under written lease, and under the full and exclusive control of Operator, the type, class, size and number of Aircraft intended to be used by Operator, to meet the requirements of the FAA certificate held by Operator.

6. HOURS OF ACTIVITY

Operator shall be open, and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines established by the Board in consultation with its risk management agent(s). Such insurance requirements may be modified from time to time based on prudent risk management.

AIRCRAFT STORAGE OPERATOR (SASO)

1. DEFINITION

An Aircraft Storage Operator is a Commercial Operator that develops, owns, and/or leases facilities for the purpose of subleasing (to the public) T-hangar Aircraft storage facilities, box, or community-style hangars. In addition to the General Requirements set forth in Section Three, each Aircraft Storage Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Four.

2. PREMISES

Operators must lease a minimum of one acre. The minimum square footage of building space at Blue Grass Airport must be 10,000 square feet plus additional Apron and taxilane space to accommodate the type Aircraft using the facility.

Hangar area(s) may be subdivided in units of no less than 1,000 square feet for the purposes of creating T-Hangars, box hangars, and/or “condominium” style hangars to accommodate multiple small Aircraft. Aircraft Storage Operator must provide and maintain aircraft towing equipment and tow bars for the size and type of Aircraft stored and have personnel trained in safe towing methods. Operator may provide other related services to Aircraft upon determination and approval of the Board on a case-by-case basis.

Aircraft Storage Operator will provide and maintain restroom facilities for hangar tenants and appropriately sized dumpsters for waste products for tenants. A list of all tenants with emergency contact information shall be provided and kept current, to the Executive Director.

3. HOURS OF ACTIVITY

Operator shall ensure the facilities are available for use (and readily accessible) 24-hours per day, 7-days per week including holidays.

4. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines, established by the Board in consultation with its risk management agent(s). Said insurance guidelines are published annually and are subject to periodic modification and are kept on file with the Executive Director.

AIRCRAFT MAINTENANCE OPERATOR (SASO)

1. DEFINITION

An Aircraft Maintenance Operator is a Commercial Operator engaged in providing Aircraft maintenance, repairs, and/or modifications for Aircraft other than those owned, leased, and/or operated by (and under the full and exclusive control of) Operator, including the sale of Aircraft parts and accessories. In addition to the General Requirements set forth in Section Three, each Aircraft Maintenance Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Four. All maintenance operations must comply with 14 CFR Part 43.

2. PREMISES

Building/Facility shall have a parking lot with direct access to the facility by customers and include a customer area having adequate space for, or immediate access to, customer lounge, restrooms, an administrative area having adequate and dedicated space for Employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for Employee work areas, shop areas, and storage for parts and equipment. Non-airworthy items or Aircraft undergoing maintenance procedures may not be stored outside of hangar.

Hangar area shall be at least equal to the square footage required for the type of Aircraft maintenance being provided (as identified) with a minimum of 15,000 square feet or large enough to accommodate the largest Aircraft undergoing Aircraft maintenance (other than preventative Aircraft maintenance), whichever is greater.

Aircraft Maintenance Operator will not be authorized to perform maintenance in an individual unit of a multi-tenant facility such as a T-hangar or condo type facility.

Aircraft Maintenance Operator must provide maintenance to passenger airlines that serve Blue Grass Airport on a 24/7 basis at reasonably competitive rates that airlines might find at similar Airports.

Apron shall include paved parking for Aircraft not in service and/or waiting for service.

3. AIRCRAFT PAINTING

For paint, varnish or lacquer spraying operations, the arrangement, construction, ventilation, and protection of spraying booths and storing of materials shall be in accordance with federal, state, and locally recognized fire prevention and environmental standards.

4. AIRCRAFT RECOVERY/REMOVAL

In order to maintain the operational readiness of the Airport, within thirty (30) minutes upon request, the Aircraft Maintenance Operator shall begin the steps necessary to assist and/or remove disabled Aircraft from the airfield during the hours identified under item 7, Hours of Activity, of this Section Four. Aircraft Maintenance Operator shall develop and maintain a procedure resource list and contact names to assist with the removal of disabled Aircraft.

5. DEFUELING

Operator may only defuel Aircraft if necessary, for Aircraft Maintenance purposes.

Operator may refuel the defueled Aircraft following provision of required Aircraft Maintenance. Employees engaged in refueling shall be trained in an FAA approved fire safety program per 14 CFR Part 139.321.

Defueling and refueling shall not be construed to permit Operator to engage in the sale of Fuels as this Commercial Aeronautical Activity is specifically reserved for an FBO. Operator conducting defueling and refueling of Aircraft shall have adequate and proper Fuel storage, provide the Authority with a SPCC Plan for defueling, refueling, and fuel storage.

6. PERSONNEL

Operator shall have courteous, properly trained, fully qualified and certificated (with licenses and/or ratings appropriate for the services being provided) Airframe and Powerplant Mechanics on duty and on premises, or readily available, during hours of activity. Operator should have sufficient Personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner but never less than two (2) persons. At least one person must have and maintain an Inspection Authorization (IA) certification.

7. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies and access to (availability of) parts necessary to provide full-service Aircraft maintenance to both Commercial and general aviation Aircraft that regularly use the Airport.

8. HOURS OF ACTIVITY

Operator shall be open, and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week and available after hours, on-call, with a response time not to exceed thirty (30) minutes.

9. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines established by the Board in consultation with its risk management agent(s). Such insurance requirements may be modified from time to time based on prudent risk management.

AVIONICS OR INSTRUMENT MAINTENANCE OPERATOR (SASO)

1. DEFINITION

An Avionics or Instrument Maintenance Operator is a Commercial Operator engaged in the business of maintenance, alteration, or sale of one or more of the items described in 14 CFR Part 43, Appendix A (e.g., Aircraft radios, electrical systems, or instruments). In addition to the General Requirements set forth in Section Three, each Avionics or Instrument Maintenance Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Four.

2. PREMISES

Building/Facility shall include a customer area having adequate space for, or immediate access to, customer lounge, public use restrooms, an administrative area having adequate and dedicated space for Employee offices, work areas and storage, and a maintenance area having adequate and dedicated space for Employee work areas, shop areas, and storage for parts and equipment.

Hangar area shall be at least equal to the square footage required for the type of Aircraft maintenance being provided (as identified) with a minimum of 5,000 square feet or large enough to accommodate the largest Aircraft undergoing Aircraft maintenance (other than preventative Aircraft maintenance), whichever is greater.

3. PERSONNEL

Operator shall have courteous, properly trained, fully qualified and certified (with licenses and/or ratings appropriate for the services being provided) Employees on duty and on premises, or readily available, during hours of activity. Operator should have sufficient Personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner but never less than one (1) person.

4. EQUIPMENT

Operator shall provide sufficient tools, equipment, supplies, and access to (availability of) parts to equivalent to that required for certification by FAA as an approved repair station.

5. HOURS OF ACTIVITY

Operator shall be open, and services shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week and available after hours, on call, with a response time not to exceed sixty (60) minutes.

6. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines established by the Board in consultation with its risk management agent(s). Such insurance requirements may be modified from time to time based on prudent risk management.

AIRCRAFT RENTAL AND/OR FLIGHT TRAINING OPERATOR (SASO)

1. DEFINITION

An Aircraft Rental Operator is a Commercial Operator engaged in the rental of Aircraft to the public to include any necessary competency checks, check rides and/or transition training associated with Aircraft Rental Activities. In addition to the General Requirements set forth in Section Three, each Aircraft Rental Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Four.

A Flight Training Operator is a Commercial Operator engaged in providing flight instruction to the public including providing flight instruction to the public, including all categories of Aircraft and flight training devices and providing such related ground school instruction as is necessary preparatory to taking a knowledge exam and practical exam for the category or categories of pilot certificate(s) and rating(s) involved. In addition to that training for the issuance of a FAA certificate and/or rating, Operator provides recurrent training (e.g. flight review, instrument proficiency check, etc.). A person holding a valid FAA Flight Instructor Certificate, who gives flight instruction to an owner of an Aircraft in the owner's Aircraft (and does not provide or make flight instruction available to the public or another Aircraft owner on the Airport), shall not be deemed a Commercial activity, however, they must provide insurance as identified and defined by the Board. In addition to the General Requirements set forth in Section Three, each Flight Training Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Five.

2. PREMISES

Operators shall maintain a principal business office with a mailing address on the Airport premises. The facilities and equipment must provide adequate shelter for students/renters waiting to engage in their flights; and be arranged and equipped for the conduct of pilot briefings. Each room, training booth, or other space used for instructional purposes must be heated, lighted, and ventilated to conform to local building, sanitation, and health codes; and the training premises must be so located that the students in that facility are not distracted by the training conducted in other rooms, or by flight and maintenance operations on the Airport. Each Aircraft Rental Operator or Flight Training Operator required to maintain a business office at the Airport.

3. PERSONNEL

Operator shall have adequate personnel, including at least one FAA certificated flight instructor who is qualified and competent to perform the duties to which that instructor is assigned. If the Operator utilizes more than one instructor, then a chief instructor must be appointed to be responsible for directing the supervision of all training activities, quality standards, and customer service concerns. Each instructor to be used for ground, flight or training in a training device must be certificated, as appropriate, with ratings for the training and Aircraft, if appropriate, to be used.

Each Operator providing Flight Instruction to the public for a fee must be licensed by the Kentucky Commission for Proprietary Education.

Operator shall maintain evidence of Homeland Security Flight School Security Awareness Training for each person and will comply with security vetting of students as required by CFR.

4. EQUIPMENT

Operator shall have available either owned or leased and under the full and exclusive control of Operator at least one Aircraft that: is a civil Aircraft of the United States; is maintained and

inspected in accordance with the requirements for Aircraft operated for hire under CFR Part 91; has two pilot stations with engine-power controls that can be easily reached and operated in a normal manner from both pilot stations (for flight training); and is equipped and maintained for IFR operations, if used in a training involving IFR en route operations and/or instrument approaches.

Each training aid must be accurate and appropriate to the training for which it is used.

5. HOURS OF ACTIVITY

Operator will publicly post normal hours of operation which may be revised seasonally or as required during periods of adverse flying weather. Minimum operating hours must be no less than forty (40) hours per week unless otherwise approved by the Executive Director.

6. INSURANCE

Operator shall procure and maintain insurance and/or hold harmless Agreements in accordance with the insurance guidelines established by the Board in consultation with its attorney or risk management agent(s). Such insurance requirements may be modified from time to time based on prudent risk management.

AIRCRAFT SALES OPERATOR (SASO)

1. DEFINITION

An Aircraft Sales Operator is a Commercial Operator engaged in the sale of two or more new and/or used Aircraft during a 12-month period. In addition to the General Requirements set forth in Section Three, each Aircraft Sales Operator at the Airport shall comply with the following Minimum Standards set forth in this Section Four.

New Aircraft Sales: Operator shall engage in the sale of new Aircraft through licensed brokers and other appropriately certified aircraft sales representatives (if required by local, county or state authority) or distributorship (either on a retail or wholesale basis) of an Aircraft manufacturer; and provide such repair, services, and parts as necessary to meet any guarantee or warranty of Aircraft sold.

Used Aircraft Sales: Operator shall engage in the purchase and/or sale of used Aircraft accomplished through various methods including Aircraft brokering, assisting a customer in the purchase or sale of an Aircraft, or purchasing used Aircraft and marketing them to potential purchasers.

General: Operator shall provide necessary and satisfactory arrangements for repair and servicing of Aircraft, for the duration of any sales guarantee or warranty period. Operator shall have a representative example of the product available for demonstration.

2. PREMISES

Building/Facility shall include a customer area having adequate space for, or immediate access to, customer lounge, public use restrooms and an administrative area having adequate and dedicated space for Employee offices, work areas and storage.

3. PERSONNEL

Operator shall have courteous, properly trained, fully qualified and certified (with licenses and/or ratings appropriate for the services being provided) Employees on duty and on premises, or readily available, during hours of activity. Operator should have sufficient Personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner but never less than one (1) Commercial pilot.

4. EQUIPMENT

Operator shall have access to an inventory of spare parts for the type of new Aircraft for which sales privileges are granted.

5. HOURS OF ACTIVITY

Operator shall be available to meet the reasonable demands of the public for this activity during normal business hours (8:00 a.m. – 5:00 p.m.) five (5) days a week.

6. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines established by the Board in consultation with its risk management agent(s). Such insurance requirements may be modified from time to time based on prudent risk management.

OTHER COMMERCIAL AERONAUTICAL ACTIVITIES

1. DEFINITION

This Section pertains to SASOs engaging in the following activities. In addition to the General Requirements set forth in Section Three, Commercial Aeronautical Activities at the Airport shall comply with the following Minimum Standards set forth in this Section Four.

2. SCOPE OF ACTIVITIES

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

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

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

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

3. PREMISES

Building/Facility shall include a customer area having adequate space for, or immediate access to customer lounge, public use restrooms and an administrative area having adequate and dedicated space for Employee offices, work areas and storage.

4. PERSONNEL

Operator shall have courteous, properly trained, fully qualified and certified (with licenses and/or ratings appropriate for the services being provided) Employees on duty and on premises, or readily available, during hours of activity. Operator should have sufficient Personnel as required to meet these Minimum Standards and to meet the reasonable demands of the aviation public for each activity being conducted in a safe, efficient, courteous, and prompt manner; but never less than one (1) person or the minimum number of persons required to provide such services and/or conduct such activity.

5. EQUIPMENT

Operator shall have (based at the Airport), either owned or under written lease to (and under the full and exclusive control of) Operator, sufficient Vehicles, Equipment, and, if appropriate, one continuously airworthy Aircraft. Operator shall have sufficient supplies and parts available to support the activity.

6. HOURS OF ACTIVITY

Operator shall be open, and services shall be available during hours normally maintained by entities operating competitive businesses at the Airport.

7. INSURANCE

Operator shall procure and maintain insurance in accordance with the insurance guidelines established by the Board in consultation with its risk management agent(s). Such insurance requirements may be modified from time to time based on prudent risk management.

TEMPORARY SPECIALIZED AVIATION SERVICE OPERATOR (SASO)

1. INTRODUCTION

The Board recognizes that Aircraft Owners or Aircraft Operators may, from time to time, have specialized aviation service requirements (i.e., Aircraft Maintenance, Flight Training, etc.). When specialized aviation service is required but is not available at the Airport through existing Operators due to the specialized nature of the aviation service requirements and/or existing Operators are unable to provide the services required within a reasonable timeframe, the Board may allow an Aircraft Owner or Aircraft Operator to solicit and utilize the services of a qualified and experienced entity to provide said services.

- Aircraft Owner or Aircraft Operator shall initialize the process by informing the Board about the specialized aviation service requirement, the timeframe for the provision of services, and the Temporary Specialized Aviation Service Operator to provide such services.
- Aircraft Owner or Aircraft Operator shall be responsible for assuring the Temporary Specialized Aviation Service Operator complies with all Legal Requirements while on the Airport.

2. SCOPE OF ACTIVITY

Operator shall conduct Commercial Aeronautical Activities on the Leased Premises of the Aircraft Owner or Aircraft Operator or in a location approved by the Board in a safe, secure, efficient, prompt, courteous, and professional manner consistent with the degree of care and skill exercised by qualified and experienced operators providing similar services at comparable airports.

3. COMMERCIAL AERONAUTICAL ACTIVITY PERMIT

Prior to engaging in Commercial Aeronautical Activities at the Airport, Operator must obtain a Commercial Aeronautical Activity Permit from the Board for a specific period of time (typically no more than 30 calendar days). Renewal shall be subject to the Operator's compliance with all terms and conditions of the approved Commercial Aeronautical Activity Permit.

Operator shall comply with all requirements for the permitted Commercial Aeronautical Activities and limit the service provided to the entity, area, and time period identified in the approved Commercial Aeronautical Activity Permit.

Aircraft Operators requiring after-hours or weekend service by a Temporary Specialized Aviation Service Operator must notify the Executive Director prior to Operator engaging in Activities on the Airport.

PRIVATE FLYING CLUBS

A Private Flying Club is an entity that is legally formed as a non-profit entity within the Commonwealth of Kentucky, operates on a non-profit basis (so as not to receive revenues greater than the costs to operate, maintain, acquire and/or replace club Aircraft), and restricts participation to members.

A Private Flying Club desiring to base Aircraft and operate at the Airport must comply with the applicable provisions of this section of the Minimum Standards and all other applicable Legal Requirements including FAA Order 5190.6B and Airport Rules and Regulations. A Private Flying Club shall not be required to meet the Minimum Standards for Aircraft Rental or Flight Training Operators so long as the Private Flying Club restricts participation to members as stated above.

Private Flying Clubs may not offer or conduct charter, air taxi or Aircraft rental operations. They may not participate in Co-operative Fueling. They may not conduct Aircraft flight instruction except for members, and only members of the Private Flying Club may operate the Aircraft (including flight instructors). An exception will be made for ferrying operations or maintenance flight checks and if a non-member flight instructor is required to sign-off on experimental or specialty-type Aircraft before club members can be insured.

Members of the Private Flying Club may, however, provide flight instruction on experimental Aircraft owned/leased by the Private Flying Club for potential future members or as authorized by the Flight Standards District Office (FSDO). Any qualified mechanic who is a registered member and part Owner of the Aircraft owned and operated by a Private Flying Club shall not be restricted from doing maintenance work on Aircraft owned by the Private Flying Club in an approved location designated by the Executive Director.

The Private Flying Club shall register with the Executive Director and upon request, furnish the Executive Director with a copy of its Articles of Incorporation and bylaws, articles of organization, partnership or membership Agreement(s), and/or other documentation supporting its existence; a roster, or a list of officers and directors (to be revised on an annual basis); number and type of Aircraft; evidence that ownership is vested in the Private Flying Club; and the operating rules of the Private Flying Club. The books and other records of the Private Flying Club shall be available for review at any reasonable time by the Executive Director or an authorized agent.

SECTION FIVE – APPLICATION/PERMIT

COMMERCIAL AERONAUTICAL ACTIVITY APPLICATION

Any entity desiring to engage in a Commercial Aeronautical Activity at the Airport shall submit a written application to the Executive Director for a Lease Agreement, Operating Agreement, and/or Commercial Aeronautical Activity Permit (Permit).

1. APPLICATION

The prospective Operator shall submit all of the information requested on the Application/Proposal Requirements checklist (included below) and thereafter shall submit any additional information that may be required or requested by the Executive Director to properly evaluate the application and facilitate an analysis of the prospective operation including, but not limited to, verifiable history of experience, financial statements, reference etc.

No application will be deemed complete that does not provide the Executive Director and the Board with the information necessary to allow them to make a meaningful assessment of Applicant's prospective operation and determine whether or not the prospective operation will comply with all applicable Legal Requirements and be compatible with the Airport's Master Plan, Airport Layout Plan, or Land Use Plan.

2. APPROVAL PROCESS

All applications will be reviewed and acted upon by the Board within ninety (90) days from the receipt of the completed application and all other materials requested by the Executive Director.

Applications may be denied for one or more of the following reasons:

- The applicant does not meet qualifications, standards and/or requirements established by these Minimum Standards including all insurance requirements.
- The applicant's proposed operations or construction will create a safety hazard on the Airport.
- The granting of the application will require the expenditure of local funds, labor or materials on the facilities described in or related to the application, or the operation will result in a financial loss to Board.
- There is no appropriate or adequate available space on the Airport to accommodate the entire activity of the applicant.
- The proposed operation, development and/or construction does not comply with the approved ALP.
- The development or use of the area requested will result in a congestion of Aircraft or buildings or will result in unduly interfering with the operations of any present FBO/SASO on the Airport, such as problems in connection with Aircraft traffic or service, or preventing free access and egress to the existing FBO/SASO areas, or will result in depriving, without the proper economic study, an existing FBO/SASO of portions of its leased area in which it is operating.
- Any entity applying or having an interest in the business, has supplied false information, or has misrepresented any material fact in the application or in supporting documents, or has failed to make full disclosure on the application.

- Any entity applying, or having an interest in the business, has a record of violating any Airport Rules, or the Rules and Regulations of any other Airport, any aviation related federal entity rules and regulations, or any other rule, regulation, law or ordinance applicable to this or any other Airport.
- Any entity applying, or having an interest in the business, has defaulted in the performance of any Agreement with the Board or any Agreement at any other Airport.
- Any entity applying or having an interest in the business is not sufficiently credit worthy and responsible, in the sole judgment of the Board, to provide and maintain the business for which the application relates to promptly pay amounts due under an Agreement.
- The applicant does not have the finances necessary to conduct the proposed operation for at least one year.
- The Board reserves at all times the right to approve or disapprove the application of any proposed Commercial Aeronautical Activity. Such approval shall take into account the aforementioned standards along with an analysis of the business background, financing and proposed plans for the development of a Commercial Aeronautical Activity. Final approval by the Board shall thus be based on an evaluation of the application and its impact upon the advancement of the Board's purposes.

3. VALIDITY

Permits shall be valid for a period of no more than one (1) year and are subject to all terms and conditions specified therein and/or incorporated by reference. Permits that are tied to a lease/operating Agreement may assume the term of the Agreement and may exceed the one (1) year limitation described above. Permits shall not be assigned or transferred.

4. PERMIT FEES

All Operators shall pay fees as specified by the Board.

5. CHANGE OF CONDITION

Any changes in the condition of an approved Permit shall be reported to the Board in writing within thirty (30) days prior to the anticipated effective date of such change. Operator shall clearly describe the proposed changes to the approved Permit including any impacts and/or material changes. Permit shall be subject to further modification, revocation, denial by the Board at its sole discretion should such change of condition(s) be determined to be unacceptable by the Board at any time.

APPLICATION/PROPOSAL REQUIREMENTS

Section I – General Information

1. Applicant’s Information

A. Applicant’s legal name: _____
Indicate Applicant’s legal name exactly as it would appear in any legally binding document.

B. Business or trade name: _____
If different from Applicant’s legal name.

C. Primary office (and contact information):

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) ____ – _____ Facsimile: (____) ____ – _____

Email Address: _____

D. Applicant’s authorized representative (if different from primary)

Identify Applicant’s authorized representative (for notices and communications).

Name: _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: (____) ____ – _____ Facsimile: (____) ____ – _____

Email Address: _____

H. Type of request (check one):

- New Application Assignment Change in Majority Ownership

I. Type of activities to be conducted (check all that apply):

- | | |
|--|---|
| <input type="checkbox"/> Fixed Base Operator | <input type="checkbox"/> Aircraft Rental |
| <input type="checkbox"/> Aircraft Maintenance and Repair | <input type="checkbox"/> Flight Training |
| <input type="checkbox"/> Avionics/Instruments Maintenance and Repair | <input type="checkbox"/> Aircraft Sales |
| <input type="checkbox"/> Aircraft Management | <input type="checkbox"/> Aircraft Storage |
| <input type="checkbox"/> Aircraft Charter | |
| <input type="checkbox"/> New/Other Commercial Aeronautical Activity: _____ | |

Section II – Business Plan Executive Summary

Applicants must address each element completely and accurately and furnish any required information, data, and/or documentation. The Executive Summary shall be typewritten and if bound, it shall be bound on the long side of the paper.

1. Executive Summary

The Executive Summary shall, at a minimum, outline the following elements of the business plan:

- A. Name of the Applicant.
- B. A summary of the range, level, and quality of products, services, and facilities proposed to be provided by the Applicant.
- C. The qualifications, experience, capabilities, and competencies of the Applicant as it relates specifically to the proposed activities.
 1. A summary of the products, services, and facilities currently being provided by Applicant.
 2. A summary of principals, financial backers, and business manager, including manager's experience and background in managing business as similar in nature.
- D. A summary of the compensation (rents, fees, and other charges) proposed to be paid to the Board.
- E. A summary of the capital investment in aircraft, vehicles, and equipment proposed to be made (and why needed).
- F. For Applicant's desiring to lease and/or developing Airport land, must provide a summary of:
 1. The land and Improvements proposed to be leased from the Board.
 2. The lease term (proposed commencement date, base term, and renewal options).
 3. The capital investment proposed to be made in leasehold and/or Airport Improvements (and why needed), the cost of the proposed Improvements, the amortization period for the proposed Improvements, the source of funding for the proposed Improvements, and the schedule for the development and completion of the proposed Improvements.
- G. A statement explaining why the Board should allow the Applicant to conduct the activity at the Airport.
- H. Signature by a representative authorized to make commitments and/or enter into agreements on behalf of the Applicant.

2. Additional Information

The Applicant may include any supplemental information, data, and/or documentation which may be useful in helping the Board evaluate the qualifications and experience of the Applicant.

3. Supplemental Information

For full application consideration, the Board may also require completion of Supplemental Information Request form, which includes a more detailed description of proposed activities. Request form shall be provided when required.