

MINIMUM STANDARDS
FOR
AIRPORT AERONAUTICAL ACTIVITIES
AT
COBB COUNTY INTERNATIONAL AIRPORT –
MCCOLLUM FIELD

1. PURPOSE

- A. It is the policy of Cobb County to operate Cobb County International Airport-McCollum Field for the use and benefit of the public, in a safe and efficient manner. The Airport shall be made available to all types, kinds, and classes of aeronautical activity on reasonable terms and on a nondiscriminatory basis. All persons on or using any part of the property comprising the Airport for aeronautical activity shall be governed by and comply with the Minimum Standards prescribed herein and all applicable laws and regulations of the Federal government, including the Federal Aviation Administration (FAA) , the State of Georgia, Cobb County (County), and the directions and instructions of the Airport Manager.

The purpose of these Minimum Standards is to foster an environment at the Airport that promotes the following:

1. General aviation safety and security;
 2. The consistent provision of quality general aviation products, services, and facilities;
 3. The development of quality general aviation improvements to the Airport;
 4. The orderly development of Airport property for general aviation purposes.
- B. To this end, all qualified and experienced persons or entities desiring to engage in aviation aeronautical activities at the Airport shall be accorded a reasonable opportunity, without unjust discrimination, to engage in such activities, subject to fully complying with these Minimum Standards
- C. Aeronautical activities may be undertaken at the Airport that do not fall within the categories designated herein. In any such cases, appropriate minimum standards for such activities may be established by Cobb County on a case-by-case basis.
- D. These Minimum Standards replace all previous versions of the Airport Minimum Standards for Aeronautical Activities.

2. APPLICABILITY

- A. These Minimum Standards specify the minimum standards and/or requirements that must be complied with by any person or entity engaging in aeronautical activities at the Airport.
1. These Minimum Standards shall not be deemed to modify any existing Agreement under which a Tenant is required to comply or exceed these Minimum Standards nor prohibit the Airport from entering into or enforcing an Agreement that requires a Tenant to exceed these Minimum Standards.

2. These Minimum Standards shall not apply so as to affect Tenants at the Airport that have a current, valid Agreement dated prior to November 9, 2004, the effective date of the first adoption hereof. Upon the expiration or termination of a such Agreement dated prior to November 9, 2004, any extension thereof or new Agreement shall provide for compliance with these Minimum Standards. Additionally, if a Tenant desires to add new services under an existing Agreement, the new services authorized in the Agreement shall comply with the appropriate provisions of the Minimum Standards for such services.
3. Should these Minimum Standards now or in the future conflict with any State or Federal laws, including FAA Grant Assurances that Cobb County has accepted or will accept as part of receiving federal grant aid, then these Minimum Standards shall be subordinate to those State and Federal laws, rules and regulations.

3. DEFINITIONS

- A. **Agreement** is hereby defined as a lease, sublease, operating agreement and/or sub-operating agreement authorizing an operator to conduct aeronautical activity on the Airport
- B. **Aircraft Register** is hereby defined as a list of eligible aircraft that are owned, leased, or operated under a management agreement that provides for complete operational control and exclusive use of the aircraft for periods greater than three months.
- C. **Airport** is hereby defined as Cobb County International Airport – McCollum Field.
- D. **Airport Manager** is hereby defined as the designated or duly authorized individual appointed by the County to administer and manage all operations of the Airport and Airport facilities, and to supervise all Airport projects.
- E. **Commercial Aeronautical Activity** is hereby defined as the conduct of any aspect of a business, concession, operation, or agency providing goods or services to any person for compensation or hire, including exchange of services, whether or not such objectives are accomplished. An activity is considered a commercial activity regardless of whether the business is nonprofit, charitable, or tax-exempt. A commercial aeronautical business activity that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of aeronautical operations.
- F. **Event** is hereby defined as a planned occurrence, happening, or gathering focused around an organized activity or celebration.

- G. **Fixed Based Operator (“FBO”)** is hereby defined as a commercial aviation operator performing the essential primary line services to the public for based and transient aircraft, including fueling, and other services as required in Section 5.
- H. **Independent Operator (“IO”)** is hereby defined as a commercial aviation operator that performs specialized aviation services but without an established place of business on the airport.
- I. **Minimum Standards** are hereby defined as the qualifications or criteria, which are established by Cobb County as the minimum requirements that shall be met by Tenants engaging in aeronautical activities and for the right to conduct those activities.
- J. **Specialized Aviation Service Operator (“SASO”)** is hereby defined as a commercial aviation operator that performs specialized aviation services but not fueling services to the public, i.e. aircraft storage, flight school, aircraft maintenance, aircraft sales, aircraft charter, etc. A SASO is expressly prohibited from selling aviation fuel to the public.
- K. **Self-Fueling** is defined as the fueling of an aircraft by the owner of the aircraft or by his or her own employees and using his or her own equipment.
- L. **Tenant (“Tenant”)** is hereby defined as any person or entity either holding a lease or operating agreement directly with Cobb County or holding a sublease or other use or operating agreement authorizing operations on airport property, inclusive of FBO and SASO.

4. GENERAL CONDITIONS:

The following General Conditions shall apply to all aeronautical activities conducted at the airport:

- A. No one shall be permitted to operate a commercial aeronautical business activity as a Fixed Based Operator or Specialized Aviation Service Operator at the airport without a fully executed Agreement executed by Cobb County incorporating these Minimum Standards or an authorized sub-agreement with an existing FBO or SASO approved by Cobb County and a valid Cobb County Business License. The Cobb County Director of Transportation may approve sub-agreements on behalf of Cobb County that meet or exceed these Minimum Standards.
- B. All Tenants shall conduct their activities and render their services in a safe, responsible and efficient manner, shall be solely responsible for all acts of their agents and/or employees, and shall save and hold Cobb County, its commissioners, officials, and employees harmless from any acts of the Tenant, its agents, employees and invitees.

- C. All Events with an attendance greater than 50 people shall require approval of the Airport Manager.
- D. All Tenants shall abide by and comply with all federal, state, and county laws and ordinances, and all rules and regulations of the Federal Aviation Administration (FAA) and the U.S. Department of Transportation, including specifically FAA Grant Assurances that Cobb County has or will accept as part of receiving federal grant aid and are incorporated herein by reference.
- E. Tenants, in the operation and use of the airport, will not on the grounds of race, color, sex, religion or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the U.S. Department of Transportation regulations.
- F. All commercial Tenants proposing to lease directly with Cobb County must demonstrate to the satisfaction of Cobb County upon request, financial stability and business ability in general aviation related to their proposed activities..
- G. Land within the boundary of the Airport is a limited and valuable commodity. It is the policy of the County that no land or building space in excess of foreseeable Airport? requirements will be leased to any person.
- H. Only Aircraft considered airworthy by the FAA or any foreign counterpart shall be allowed to park on the ramp and tie-down area. Temporary permission for parking non-airworthy aircraft may be granted by the Airport Manager, in the Airport Manager's discretion. Abandoning an Aircraft anywhere on the Airport is strictly prohibited. The Airport Manager, or Lessee of the Property, at the sole risk and expense of the Aircraft operator, may remove such Aircraft from the Airport without liability for damage arising from or out of such removal.
- I. Fuel Flow Fee. A fee of \$0.195 per gallon will be paid to Cobb County on all aviation fuel and motor gas delivered into an aircraft on McCollum Field. Commencing on the 1st day of April 1, 2019, and every third (3rd) April 1st thereafter the fuel flow fee shall be adjusted by the Consumer Price Index ("C.P.I." shall mean the Consumer Price Index for All Urban Consumers, all items, Selected Large Cities for Atlanta, Georgia, as published by the Bureau of Labor Statistics for the United States Department of Labor, 1982-84 base = 100), calculated by multiplying the then current fuel flow fee by a fraction, the numerator of which shall be the annual C.P.I. published for the year most recently preceding said April 1st date, and the denominator of which shall be the annual C.P.I. published for the year 2015.
- J. Any determinations, interpretations, or judgments regarding compliance with a minimum standard or requirement, shall be made by the County. A person or entity may exceed the applicable Minimum Standards or requirements. No person or entity shall be allowed to engage in General Aviation Aeronautical Activities at the Airport under conditions that

do not, in the Airport Manager's sole discretion, fully comply with these Minimum Standards, unless an exemption or variance has been approved by the County.

K. Variance or Exemption. The County, in its sole discretion, may, but is not obligated to, approve variances or exemptions to the Airport's Minimum Standards when circumstances require.

1. Prior to the County approving or denying a variance or exemption, the County shall conduct a review of all relevant information.
2. Approval or denial by the County of a variance or exemption shall be reasonable, not unjustly discriminatory, and consistent with prior decisions involving similar conditions, situations, or circumstances at the Airport (if any).
3. If approved, the variance or exemption shall only apply to the special circumstances of the particular case for which the variance or exemption is granted.
4. An approval by the County of a variance or exemption shall not serve to amend, modify, or alter the Airport's Minimum Standards or any existing Agreement.

L. Enforcement

1. The County, in its sole discretion, has the right to revoke a person's or entity's privileges for cause, or may suspend the person's or entity's operations for such period of time as it deems necessary in order to protect the public interest and/or to obtain a correction of the violation.
2. An FBO or SASO shall not permit any person or entity to conduct commercial aeronautical activity on premises it leases or operates without a fully executed sublease or operating agreement approved by County with such person or entity. The FBO or SASO shall require and be responsible for ensuring its sublessee's or suboperator's compliance with these Minimum Standards.
3. In the event an entity fails to comply with the Airport's Minimum Standards, the County shall send a written statement of violation to such entity at the address in their agreement.
4. The entity shall have ten (10) business days from the date that the violation letter was received to provide a statement to the County explaining why the violation occurred and to advise the County that the violation has been corrected.
5. Repeat violations or violations that are not corrected by the entity may result in a breach of the Tenant's agreement.

M. Disputes

1. Any party aggrieved by a decision of the County may appeal, in writing, such decision to the County Manager, within ten (10) business days after such decision is issued. Rights to any appeal not submitted within the 10 day period will be waived.
2. The County Manager shall respond to such appeal by, either, making a written determination with respect to the claim, or making a written request for additional information. If requested, the party shall provide all requested additional information within ten (10) business days of the date of the County Manager's request or the claim is waived. Thereafter, the County Manager shall make a written determination with respect to the claim. The County Manager's written determination shall be final and conclusive.
3. Unless the aggrieved party's Agreement is suspended or revoked, the party shall diligently continue performance of its Agreement in full compliance with the Airport's Minimum Standards, regardless of whether or not a dispute is pending and regardless of the outcome of such dispute.

5. **INSURANCE**

- A. Tenants will be required to carry in full force and effect for the duration of their leases at the Airport the following types of insurance in accordance with the activities being conducted, with not less than the minimum specified coverage as follows:

1. Tenants conducting commercial fueling operations (FBO) or Self-Fueling operations with equipment capable of holding a cumulative capacity greater than 1,250 gallons:

a. Airport General Liability:

\$3,000,000 Combined Single Limit per occurrence for comprehensive coverage, including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Coverage is also to include Premises/Operations; Independent Contractors; Contractual Liability (specifically including the indemnity); Products/Completed Operations, and broad-form property damage.

b. Commercial Umbrella or Excess Liability Coverage:

\$5,000,000 per occurrence/\$5,000,000 general aggregate in liability

excess coverage per occurrence above the stated minimum coverage limits for Airport General Liability, Commercial Business Automobile Liability and the Worker's Compensation and Employer's Liability insurance.

- c. Alternate Combination of Coverage – The total coverage liability limits may be satisfied by the combined amount of the underlying policy limits and the umbrella coverage

2. SASOs conducting aircraft maintenance operations:

- a. Airport General Liability for SASOs conducting Turbine Engine Aircraft Maintenance:

\$2,000,000 Combined Single Limit per occurrence for comprehensive coverage, including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use therefrom. Coverage is also to include Premises/Operations; Independent Contractors; Contractual Liability (specifically including the indemnity); Products/Completed Operations and broad-form property damage.

- b. Airport General Liability for SASOs conducting Reciprocating Engine Aircraft Maintenance:

\$1,000,000 Combined Single Limit per occurrence for comprehensive coverage, including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use therefrom. Coverage is also to include Premises/Operations; Independent Contractors; Contractual Liability (specifically including the indemnity); Products/Completed Operations and broad-form property damage.

- c. As of October 1, 2017, all SASOs conducting Turbine Engine Aircraft Maintenance must have the following Airport General Liability Coverage:

\$4,000,000 Combined Single Limit per occurrence for comprehensive coverage, including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use therefrom. Coverage is also to include Premises/Operations; Independent Contractors; Contractual Liability (specifically including the indemnity); Products/Completed Operations and broad-form property damage.

- d. As of October 1, 2017, all SASOs conducting Reciprocating Engine Aircraft Maintenance must have the following Airport General Liability Coverage:

\$3,000,000 Combined Single Limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use therefrom. Coverage is also to include Premises/Operations; Independent Contractors; Contractual Liability (specifically including the indemnity); Products/Completed Operations and broad-form property damage.

3. SASOs that do not perform aircraft maintenance (Non-Maintenance SASOs) and/or Tenants that Self-Fuel using equipment capable of holding a cumulative capacity greater than 110 gallons but less than 1,250 gallons :

- a. Non-Maintenance SASOs Airport General Liability:

\$1,000,000 Combined Single Limit per occurrence for comprehensive coverage, including bodily injury, sickness, disease or death, injury to or destruction of property, including loss of use therefrom. Coverage is also to include Premises/Operations; Independent Contractors; Contractual Liability (specifically including the indemnity); Products/Completed Operations and broad-form property damage. (Products/Completed Operations may be provided within the aircraft liability policy for flight schools and/or aircraft rental SASOs.)

- b. Tenants that Self-Fuel using equipment capable of holding a cumulative capacity greater than 110 gallons but less than 1,250 gallons must have Airport General Liability:

\$3,000,000 Combined Single Limit per occurrence for comprehensive coverage including bodily injury, sickness disease or death, injury to or destruction of property, including loss of use therefrom. Coverage is also to include Premises/Operations; Independent Contractors; Contractual Liability (specifically including the indemnity).

4. FBOs and SASOs operating Leased or Owned aircraft:

- a. Aircraft Liability:

\$1,000,000 Combined Single Limit per occurrence for comprehensive coverage including bodily injury, sickness, disease or death, injury to or destruction of property, including loss of use therefrom, Negligent Instruction (if not provided in General Liability Coverage), and Property Damage with a bodily injury sublimit of \$100,000 per passenger seat.

5. FBOs and SASOs that accept the care and custody of others' aircraft:

a. Hangarkeepers Liability:

Per Aircraft Limit equal to the maximum actual cash value of any aircraft, but not less than \$250,000 per aircraft limit and not required to exceed \$5,000,000 per aircraft limit. A Per Occurrence Limit of all aircraft while in the care, custody, or control of the FBO or SASO consistent with the storage capability of each hangar, however the Per Occurrence Limit shall not be required to exceed \$10,000,000.

6. FBOs and SASOs:

a. Workers' Compensation:

Statutory as required by the State of Georgia, and \$1,000,000 Employer's Liability per occurrence or disease.

b. Commercial/Business Automobile Liability:

\$1,000,000 Combined Single Limit per occurrence for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom. Coverage is to include owned, non-owned, hired and leased vehicles, including loading and unloading of fuel, as required.

c. Environmental Impairment Insurance

As required by any federal, state, or local government, including any coverage or financial responsibility required for all fuel storage tanks and mobile fuelers.

7. All Tenants:

a. Proof of Insurance.

Tenants shall provide County with certificates of insurance and endorsements to the policies evidencing all coverages for all required insurance. County reserves the right to require complete copies of all required insurance policies at any time. Tenants shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

b. The County reserves the right to require greater amounts or different types of insurance at any time, provided that any such requirement is not

unreasonable.

8. Other Insurance Requirements and Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability, Automobile Liability, and Umbrella, Excess Coverage Insurance.
 - i. Additional Insured Requirement. The County, its elected and appointed officials, officers, boards, commissions, employees, representatives, servants, volunteers and agents (“Insured Parties”) shall be named as additional insureds on all general liability, automobile liability and umbrella/excess liability insurance coverage.. The coverage shall contain no special limitations on the scope of protection afforded the Insured Parties.
 - ii. Notice of Cancellation or Policy Change. The insurance policies required by these Minimum Standards shall contain a provision or be endorsed to provide that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to the Airport Manager . Alternate notice terms and provisions may be acceptable to the County provided they meet the minimum requirements under Georgia law.
- b. Primary Insurance Requirement. The insurance coverage in each required policy shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the insured parties. Any insurance or self-insurance maintained by the insured parties shall be in excess of this insurance and shall not contribute with it.
- c. Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.
- d. Separate Coverage. Coverage shall state that the insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.
- e. Defense Costs/Cross Liability. Coverage shall be provided in a “pay on behalf” basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.
- f. Waiver of Subrogation. The insurers shall agree under each policy of insurance required by these standards to waive all rights of subrogation against the Insured Parties.

- g. The insurance to be maintained by Tenants must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a Best's Policyholder's Rating of "A" or better and with a financial rating of Class VII or greater, or be otherwise acceptable to Cobb County. All policies shall be subject to approval by Cobb County Attorney's Office as to form and content.

6. FULL SERVICE FIXED BASE OPERATORS ("FBO"):

The following requirements shall apply to each FBO operating on the Airport:

- A. GENERAL. All services provided by the FBO shall be in accordance with the applicable minimum standards for the service. A full service FBO is the only operator permitted to sell fuel on the Airport

The FBO must be a tenant of the County pursuant to a lease executed by the FBO and County. No sublessee, contractor, or sub-Contractor will be allowed to dispense any fuels, other than as provided for in Section 14, Self-Fueling, of these Minimum Standards

- B. LAND. FBO must lease a minimum area of 8 acres (348,480 square feet) at the Airport to provide for buildings, paved automobile parking, dispensing equipment, and paved tie down area necessary to accommodate a variety of aircraft.
- C. BUILDINGS. The FBO shall provide a minimum of 4,000 square feet of properly lighted and heated building space for the following required facilities: offices, public restroom facilities, public lounge, pilots' lounge, and 40,000 square feet of aircraft storage hangars.
- E. PAVED AREAS. The FBO shall provide a paved aircraft ramp of at least 250,000 square feet and a paved automobile parking lot of at least 43,000 square feet.
- F. FUELING FACILITIES. The FBO shall provide Avgas and Jet Fuels and have adequate above ground storage facilities and suitable pumping equipment for each type of fuel offered; and the fuel farm shall not contain tanks with less than a minimum of 10,000 gallons. Four fuel-dispensing trucks shall be required, two jet fuel trucks shall have a minimum capacity of 2,000 gallons, and two aviation gasoline trucks shall have a minimum capacity of 750 gallons. Self-serve pumps may be used as a substitute for the equivalent of one truck of the same self-fuel type. Fuel storage tanks constructed by FBO shall meet all local, state, and federal requirements. FBO shall be responsible for any and all costs for cleanup and liability arising from tank leaks or spills as required by any local, state, or federal agency. FBO shall pay fuel flow fees in accordance with Paragraph 4(H).

G. AIRCRAFT SERVICE EQUIPMENT. The FBO shall provide the following equipment to meet the needs of Airport users:

1. One Apron Vehicle to provide transportation of customers and baggage on the Apron and serve as a follow-me Vehicle,
2. One Courtesy Vehicle capable of accommodating 5 passengers (in addition to the apron vehicle),
3. Two Aircraft towing Vehicles (and tow bars/heads) with at least one Aircraft towing Vehicle having a rated draw bar capacity sufficient to meet the towing requirement of the heaviest General Aviation Aircraft normally frequenting the Airport,
4. One ground power unit capable of providing electricity to direct current (DC) powered Aircraft,
5. Spill kits – either a mobile sized spill kit on each fueling vehicle or one mobile unit per contiguous Apron area (owned, leased, and/or managed by the FBO) with the necessary equipment and materials to contain a fuel spill and restrict it from flowing into drains or other areas,

H. REQUIRED SERVICES. The FBO shall be required to provide the following services at the Airport:

1. Aircraft ground guidance and ramp service, including sale and into plane delivery of aviation fuels, lubricants and other related aviation products.
2. Apron servicing of, and assistance to, aircraft, including transient parking, aircraft towing, storage and tie-down service, for both based and transient aircraft upon or within facilities leased or designated aircraft parking areas.
3. Customary accommodations for the convenience of users, including pilot lounge area, informational services, telephone service connections to the Flight Service Station and the United States Weather Bureau, and courtesy vehicle ground transportation to and from the main terminal.
4. Hourly employees (front desk and line personnel, etc.) shall be supplied with and shall wear uniforms or other clothing that indicates their association with the Tenant.
5. Service is to be available to the public three hundred sixty-five (365) days per year, with minimum hours of operation to include, daily, 7:00 a.m.– 7:00 p.m.
6. Equipment and trained personnel to remove disabled aircraft with a gross landing weight of up to twelve thousand five hundred (12,500) pounds from the airport, and FBO shall perform such removal service on request.

7. Repair and maintenance of based and transient aircraft. FBO agrees to maintain and operate an aircraft maintenance facility that provides at a minimum the following services:
 - (a) Engine: Class I – Reciprocating engines of 400 hp or less
Class II – Reciprocating engines of more than 400 hp.
 - (b) Airframe: Class III All-metal construction of small aircraft

FBO shall provide mechanics and other technicians currently certificated by the FAA with ratings appropriate for the work being performed.

8. Must provide a minimum of two additional services listed as numbers 1-7 below in Section I “Other Services Permitted By FBO.
9. FBO may fulfill the requirements described in the above Paragraphs 6, 7, and 8 through a third party, upon Cobb County’s approval. Any approved third party operator must have a written agreement with FBO approved by Cobb County and have its facilities located on the Airport. If Cobb County deems it to be in Cobb County’s best interest, Cobb County may withdraw its approval of a third party operator by giving FBO at least two-years advance notice. In the event Cobb County withdraws its approval, upon the effective date of the withdrawal (two years from notice unless otherwise set forth in the notice) FBO shall be obligated to self-perform the required services in above Paragraphs 6, 7, and 8 on its own premises.

I. OTHER SERVICES PERMITTED BY FBO. The FBO shall be permitted to provide the following services:

1. Flight training
2. Aircraft rental
3. Sale of new or used aircraft
4. Aircraft charter and air taxi
5. Avionics and aircraft parts sales
6. Avionics repair and service: Class I – Communication equipment
Class II – Navigational equipment
7. Accessory repair and service: Class I: Mechanical accessories
Class II: Electrical accessories
8. Any other services approved in advance by County.

7. AIRFRAME AND POWER PLANT REPAIR:

Any party desiring to engage in repair of aircraft on the Airport must provide, at a minimum, the following:

A. BUILDINGS. A minimum of 3,600 square feet of properly lighted and heated building accommodations, which shall include work area, office space, and sufficient storage area for aircraft parts and equipment. Public restroom facilities must be available in the same hangar facility for customers and employees, unless written approval of another Tenant is provided authorizing use of a nearby public restroom

B. REQUIRED SERVICES. Repair and maintenance of based and transient aircraft.

The Tenant must agree to maintain and operate an aircraft maintenance facility that provides at a minimum one of the following services each for Engine and Airframe:

1. Engine: Class I – Reciprocating engines of 400 hp or less
Class II – Reciprocating engines of more than 400 hp.
Class III – Turbine engines
Light Sport - Reciprocating engines of 75 hp or less
2. Airframe: Class I Composite construction of small aircraft
Class II Composite construction of large aircraft
Class III All-metal construction of small aircraft
Class IV All-metal construction of large aircraft

C. PAVED AREAS. Sufficient paved ramp for temporary storage and parking of aircraft and arrange for vehicle parking for customers and employees.

D. HOURS OF OPERATION. 9:00 am to 5:00 pm five (5) days per week.

E. PERSONNEL. The Tenant shall provide mechanics and other technicians currently certificated by the FAA with ratings appropriate for the work being performed. Hourly employees (front desk and mechanics, etc.) shall be supplied with and shall wear uniforms or other clothing that indicates their association with the Tenant.

8. AIRCRAFT RENTAL AND/OR FLIGHT TRAINING AND/OR GROUND SCHOOL

Any party desiring to engage in for-profit aircraft rental and/or flight instruction and/or aviation ground school must provide all three services and a minimum of the following:

A. BUILDINGS. A minimum area of 200 square feet of building accommodations properly lighted and which shall include office space and access to public restroom facilities, unless written approval is provided of another Tenant authorizing use of a nearby public restroom

B. REQUIRED:

1. A minimum of three (3) Airport based FAA certified airworthy aircraft.
2. A minimum of one (1) FAA certified full-time flight instructor and one (1) customer service representative as employees. A second flight instructor may serve as the customer service representative.
3. Maintain a regular fulltime 40 hour open on-airport office attendance to greet the public.
4. Must provide three services: aircraft rental, flight training, and ground school services.

C. HOURS OF OPERATION - The minimum hours of operation and continuous on-airport office attendance to greet the public shall be forty hours per week and filed with the Airport Manager.

D. PAVED AREAS. A leased or constructed paved ramp to provide temporary storage and parking of aircraft.

E. PERSONNEL. Flight instructors to be properly certified by the FAA as flight instructors with ratings to cover the type of training offered.

F. AUTOMOBILE PARKING. Provide or arrange for paved automobile parking for customers and employees.

9. **AIR TAXI AND CHARTER OPERATIONS**

Any party desiring to engage in air taxi and/or charter operations must be certificated by the FAA under Federal Aviation Regulation Part 135 as well as meet the following minimum airport operating standards:

A. AIRCRAFT. A minimum of two (2) based airworthy aircraft shall be on inventory, available for charter, and based on the Airport. All aircraft will meet all requirements of the certificate held.

B. BUILDINGS. A minimum of 200 square feet of properly lighted and heated building accommodations. Restroom facilities must be available in the same hangar facility for customers and employees, unless written approval is provided of another Tenant authorizing use of a nearby public restroom

C. PAVED AREAS. A leased or constructed paved ramp to provide temporary storage and parking of aircraft.

D. PERSONNEL. Pilots are to be properly certified by the FAA.

- E. AUTOMOBILE PARKING. Provide or arrange for paved automobile parking for customers and employees.

10. AVIONICS INSTRUMENT AND PROPELLER REPAIR SERVICE

Any party desiring to engage in avionics, instrument, or propeller repair service must meet the following minimum standards:

- A. BUILDINGS. A minimum of 200 square feet of properly lighted and heated building accommodations, which shall include work area, office space, and sufficient storage area for parts and equipment. Restroom facilities must be available in the same hangar facility for customers and employees, unless written approval is provided of another Tenant authorizing use of a nearby public restroom
- B. PAVED AREAS. Provide sufficient paved ramp for temporary storage and parking of aircraft and vehicle parking for customers and employees.
- C. PERSONNEL. The Tenant shall provide technicians currently certificated by the FAA with ratings appropriate for the work being performed. Hourly employees (front desk and technicians, etc.) shall be supplied with and shall wear uniforms or other clothing that indicates their association with the Tenant.

11. AIRCRAFT STORAGE

Any person or entity desiring, for profit or not, to engage in subleasing premises for aircraft storage or for any other approved use must meet the general minimum requirements for a commercial aeronautical operator, including but not limited to a County approved agreement, proper business license and required insurance coverage. A person or entity may leaseback premises to the person or entity's landlord (the FBO or other commercial aeronautical operator) without the leaseback being considered a commercial activity. The FBO or other commercial aeronautical operator, that is approved to provide aircraft storage services, may then sublease the premises directly to a tenant for aircraft storage.

12. INDEPENDENT AERONAUTICAL OPERATOR

An Independent Operator is an aeronautical operation that does not necessarily require facilities on the airport to satisfactorily conduct business.

- A. **An Airport Based Independent Aeronautical Operator** must obtain an approved Operating Agreement from an approved FBO or SASO to conduct such business upon the Airport. Such activities include, but are not limited to:
 - i. Aircraft Sales, Aircraft Storage, Sightseeing Flights, Crop Dusting and other

Agricultural Applications, Banner Towing and Aerial Advertising, Aerial Photography and Survey, Aerial Fire Fighting, Power Line and/or Pipeline Patrol, Aircraft Washing, or any other operations identified by the Airport Manager.

- B. **An Off-Airport Temporary Independent Aeronautical Operator** must obtain permission from the Airport Manager or the approval of the FBO or SASO that will be permitting the activity on their premises.
- i. Temporary Independent Aeronautical Operator may only receive written approval three times in a single calendar year from an approved FBO or SASO, and notification of such approval will be forwarded to the Airport Manager. Additional approvals beyond three in a calendar year must be with the approval of the Airport Manager.
 - ii. Such activities include, but are not limited to: aeronautical services not otherwise offered on the airport, specialized mobile aircraft maintenance, Special Events, Fly-Ins, i.e. Confederate Air Force and Young Eagle Program, and any other operations approved by the Airport Manager.

13. **FLYING CLUB**

The following requirements pertain to all flying clubs desiring to base their aircraft on the airport:

- a. Each flying club organization must be a non-profit corporation or partnership. Each member must have an equal share in the ownership of the aircraft or be a member of the corporation.
- b. The club may not derive greater revenue from the use of its aircraft than the amount necessary for the actual use, operation, maintenance, and replacement of its aircraft.
- c. The club will have a lease with an authorized FBO or SASO and at the FBO or SASO's request will file and keep current with the FBO or SASO a complete list of the club's membership and investment share held by each member.
- d. The club's aircraft will not be used by other than bona fide members for rental and not by anyone for hire, charter or air taxi.
- e. Any qualified mechanic who is a registered club member and part owner of the aircraft owned and operated by a flying club shall be allowed to perform maintenance work on the aircraft in which the mechanic has ownership.

14. SELF-FUELING

Any party desiring to utilize Self-Fueling through a mobile vehicle or a fuel tank storage facility must be an Airport Tenant with a valid Agreement on the Airport and meet the following requirements:

A. Mobile Fueler

1. Must comply will federal, State, county and local ordinances and laws.
2. Must comply with applicable Federal, State and local regulations and all applicable permit requirements, including but not limited to the Airport's National Pollution Discharge Elimination System (NPDES) Permit.
3. Submit proof to Airport that Mobile Fueler and Qualified Aircraft to be self-fueled have the same Ownership. (Ownership may include a lease or management agreement that provides for complete operational control and exclusive use of the mobile fueler or aircraft for periods greater than three months.). Qualified Aircraft shall be listed on the Aircraft Register submitted to the Airport Manager and approved by the Airport Manager, and only aircraft listed on the Aircraft Register may be self-fueled.
4. Anyone conducting self-fueling operations must be the Owner or an Owner's employee using the Owner's equipment.
5. Mobile Fueler shall only be parked in locations approved by Airport Manager.
6. Payment of fuel flow fee as described in Paragraph 4 (H).

B. Fuel Storage Tank

1. Must have a hangar lease in good standing which includes premises of at least one hangar of not less than 25,000 square feet on Airport. A minimum fuel storage tank capacity of 10,000 gallons.
2. Must comply will federal, state, and local ordinances and laws.
3. Must comply with applicable Federal, State and local regulations and all applicable permit requirements, including but not limited to the Airport's National Pollution Discharge Elimination System (NPDES) Permit.
4. Submit proof to Airport that Fuel Storage Tank and Aircraft to be fueled are the same Ownership. (Ownership may include a lease or management agreement that provides for complete operational control and exclusive use of the mobile fueler or aircraft for periods greater than three months.) Qualified Aircraft shall be listed on the Aircraft Register submitted to the Airport Manager and approved by the Airport Manager, and only aircraft listed on the Aircraft Register may be self-fueled
5. Anyone conducting self-fueling operations must be the Owner or an Owner's employee using the Owner's equipment.

6. Self-Fueler projects a minimum of 100,000 gallons annually to flow through the tank(s). Evidence to substantiate the claim for the capability to use a minimum of 100,000 gallons will be provided by Self-Fueler upon request of County.
7. Payment of fuel flow fee as described in Paragraph 4 (H).
8. A minimum annual fuel flow fee of 100,000 gallons shall be guaranteed to Cobb County from aircraft listed on the Aircraft Register.
9. Self-Fueler shall provide the Airport Manager with a fuel report indicating for the prior calendar year, or portion thereof, the number of gallons of fuel delivered to storage tanks at the Premises. In the event the number of gallons of fuel delivered to the Premises in any calendar year is less than the 100,000 gallon minimum annual fuel flow, Self-Fueler shall, simultaneous with the delivery of such fuel report to Airport Manager, submit a payment to Lessor in the amount less than 100,000 gallons multiplied by the fee described in Paragraph 4 (H).