

**MINIMUM STANDARDS FOR
COMMERCIAL AERONAUTICAL ACTIVITIES
AT CROSSVILLE MEMORIAL AIRPORT**

PREAMBLE

WHEREAS, the City of Crossville, County of Cumberland, being a municipality created under and pursuant to the Laws of the State of Tennessee, owns and operates by and through the City Council, a duly constituted public body corporate and politic and agency of the said City of Crossville, Tennessee, hereinafter referred to as "City", a public airport known as Crossville Municipal Airport, hereinafter referred to as "Airport"; and

WHEREAS, the City desires that certain aeronautical services and activities be furnished by and engaged in for the benefit of the general aviation flying public, operating either as Fixed Base Operators or Specialized Aeronautical Service Operator (SASO), depending upon their scope of operation and activities; and

WHEREAS, the City, in recognition of the statutory prohibition against granting an exclusive right to conduct aeronautical activity on the airport imposed by Section 308 of the Federal Airport Act and in contractual obligations contained in certain contracts between said City and the United States of America relative to the expenditure of Federal funds for the development and operation of said Airport, desires that all such general aviation aeronautical activities be conducted on said Airport in a fair and equitable manner;

NOW, THEREFORE, the City Council of the City of Crossville, Tennessee, does hereby resolve that said aeronautical services and activities at said Airport shall hereafter be rendered by and engaged in by duly qualified operators so determined by the hereinafter established standards which are hereby adopted as the "Minimum Standards for Commercial Aeronautical Activities", within this document.

TABLE OF CONTENTS

1. DEFINITIONS	3
2. GENERAL PROVISIONS	4
2.1 Purpose and Intent	4
2.2 Applicability	4
2.3 City's Reserved Rights	4
2.4 Conflicts With Other Documents	4
2.5 Compliance With Laws and Regulations	4
2.6 No Waiver	5
2.7 Non-Discrimination	5
2.8 Access and Security	5
2.9 Inspection Authority	5
3. APPLICATION PROCEDURES	5
4. NOTICE AND HEARING	5
5. LEASE OR CONTRACT	6
6. STANDARD REQUIREMENTS FOR ALL OPERATORS	6
7. FIXED BASE OPERATOR (FBO)	7
7.1 Fuel and Oil Sales	7
7.2 Fuel Storage	7
7.3 Personnel Availability and Training	7
7.4 Fueling Safety and Fire Protection	8
7.5 Ground Support Equipment	8
7.6 Oil and Lubricant Inventory	8
7.7 Insurance	8
8. SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO)	8
9. STANDARDS FOR SPECIFIC AERONAUTICAL SERVICES	9
9.1 Airframe, Powerplant, and/or Accessory Maintenance	9
9.2 Flight Training	9
9.3 Aircraft Rental	9
9.4 Other Commercial Aeronautical Activities	9
10. PROHIBITION ON THROUGH-THE-FENCE ACCESS	10
11. MAINTENANCE / MANAGEMENT AGREEMENT	10
12. AUTHORITY TO ENFORCE	11
12.1 Notice of Violation	11
12.2 Opportunity to Cure	11
12.3 Immediate Suspension Authority	11
12.4 Revocation or Termination	11
13. SIGNATURE BLOCKS	11

1. DEFINITIONS.

For the purposes of these Minimum Standards, the following terms shall have the meanings set forth below:

1.1. Aeronautical Activity

Any activity that involves, makes possible, or is required for the operation of aircraft; contributes to or is required for the safety of such operations; or is otherwise directly related to the operation of aircraft.

1.2. Airport

Crossville Memorial Airport, including all land, buildings, facilities, improvements, and equipment owned, leased, or operated by the City for aviation purposes.

1.3. Airworthy

A condition in which an aircraft meets its type design and is in a condition for safe operation as defined by the Federal Aviation Administration (FAA).

1.4. Business Plan

A written plan submitted by an applicant describing the proposed activity, projected operations, staffing, equipment, facilities, financial capability, and development timeline.

1.5. City

The City of Crossville, Tennessee, its City Council, City Manager, and authorized officials.

1.6. Commercial Aeronautical Activity

Any aeronautical activity conducted for compensation or hire, whether or not such compensation is direct or indirect, and whether or not the business is conducted as a sole proprietorship, partnership, corporation, or other entity.

1.7. Competent Manner

Performance of services consistent with accepted industry practices, applicable regulations, and the Airport's professional image.

1.8. Fixed Base Operator (FBO)

An operator authorized to engage in and furnish a broad range of commercial aeronautical services as defined in these Minimum Standards.

1.9. Fueling

The dispensing of aviation fuels or lubricants into aircraft, including associated safety procedures, equipment, and personnel requirements. Includes self-serve kiosks and fuel trucks.

1.10. Lease

A written agreement between the City and an operator granting the right to occupy and use Airport property for commercial aeronautical purposes.

1.11. Line Service

The fueling, parking, towing, and servicing of aircraft on the ramp or hangar areas.

1.12. Maintenance

The inspection, repair, adjustment, or replacement of aircraft parts, systems, or components, including preventive maintenance as defined by the FAA.

1.13. Minimum Standards

The qualifications, requirements, and expectations established by the City for commercial aeronautical activities conducted at the Airport.

1.14. Non-Commercial Aeronautical Activity

An aeronautical activity conducted by an individual or entity solely for personal use and not for compensation or hire.

1.15. Non-Commercial Flying Club

Member-owned groups that provide aircraft only to their members on a cost-sharing basis and do not hold out services to the public.

1.16. Operator

Any person, firm, corporation, partnership, or entity that has entered into a lease, permit, or agreement with the City to conduct a commercial aeronautical activity at the Airport.

1.17. Specialized Aeronautical Service Operator (SASO)

An operator authorized to provide one or more specific commercial aeronautical services, as defined in these Minimum Standards.

1.18. Sublease

A written agreement by which an operator grants another party the right to occupy or use a portion of the operator's leased premises, subject to approval by the City.

1.19. Through-the-Fence Access

Any access, connection, gate, opening, or pathway from adjacent off-airport property to the Airport that is not part of the Airport's existing, designated, and exclusively controlled access system.

2. GENERAL PROVISIONS

2.1. Purpose and Intent

These Minimum Standards are established to ensure the safe, orderly, and efficient provision of commercial aeronautical services at the Airport; to promote fair and equal opportunity for all qualified operators; to protect the public interest; and to maintain compliance with all applicable federal grant assurances, including the prohibition on exclusive rights.

2.2. Applicability

These Minimum Standards apply to all persons or entities conducting Commercial Aeronautical Activities at the Airport, whether operating as a Fixed Base Operator (FBO), Specialized Aeronautical Service Operator (SASO), or under any other form of lease, permit, or agreement with the City.

2.3. City's Reserved Rights

The City reserves the right to:

2.3.1. Develop, improve, modify, or expand Airport facilities as it deems necessary.

2.3.2. Enter into agreements with governmental agencies, utilities, or other entities for the provision of services or facilities.

2.3.3. Restrict or temporarily suspend operations when required for safety, construction, maintenance, or compliance with federal obligations.

2.3.4. Modify these Minimum Standards from time to time. Any modifications shall apply prospectively and shall not alter the terms of an existing lease until renewal or extension.

2.4. Conflicts With Other Documents

In the event of a conflict between these Minimum Standards and any lease, permit, operating agreement, Airport Rules and Regulations, or other City policy, the City shall determine which document governs, provided that no interpretation shall violate federal law or grant-assurance requirements.

2.5. Compliance With Laws and Regulations

All operators shall comply with:

2.5.1. Federal, state, and local laws and regulations

- 2.5.2. FAA rules, advisory circulars, and directives applicable to their operations
- 2.5.3. Airport Rules and Regulations, policies, and procedures
- 2.5.4. All terms of their lease, permit, or operating agreement
- 2.6. No Waiver**

The City may, at its discretion, waive specific provisions of these Minimum Standards for unique circumstances, provided that such waiver:

 - 2.6.1. Does not create an exclusive right
 - 2.6.2. Does not compromise safety or regulatory compliance
 - 2.6.3. Is documented in writing
 - 2.6.4. No waiver shall constitute a future precedent.
- 2.7. Non-Discrimination**

All operators shall conduct their activities without discrimination on the basis of race, color, national origin, sex, age, disability, or any other protected class, consistent with federal civil rights requirements applicable to federally assisted airports.
- 2.8. Access and Security**

All operators shall comply with Airport security procedures, access control requirements, and any Transportation Security Administration (TSA) directives applicable to their operations. Unauthorized access to the airfield is prohibited.
- 2.9. Inspection Authority**

The City may inspect any leased premises, equipment, or operations at reasonable times to verify compliance with these Minimum Standards, Airport Rules and Regulations, and the operator's lease or agreement.

3. APPLICATION PROCEDURES.

Any applicant wishing to conduct Commercial Aeronautical Activities on the Airport shall be furnished a copy of these Minimum Standards, as amended, and shall make application in writing to the City, setting forth in detail the following:

- 3.1. The name and address of the applicant.
- 3.2. The proposed land use, facility and/or activity sought.
- 3.3. The names and the qualifications of the personnel to be involved in each activity applied for.
- 3.4. The fiscal responsibility and technical ability of the applicant and operator to carry out the activity sought.
- 3.5. The tools, equipment, services, certifications, and inventory, if any, proposed to be furnished in connection with such activity.
- 3.6. The requested or proposed date for commencement of the activity and term of conducting the same.

4. NOTICE AND HEARING.

- 4.1. Upon the filing of such application with the City, it shall be immediately referred to the City Manager and considered at the next scheduled meeting. Upon consideration of the application, the City Manager shall determine if the applicant meets the standards and qualifications as herein established and if such application should be granted in whole or in part, and if so, upon what terms and conditions, and shall make a written report and recommendation to the City concerning the same.
- 4.2. Upon receipt of written recommendation of the City Manager, the City shall include said matter upon the Agenda of the next regular meeting and, at such meeting or at a subsequent meeting to which it may be passed, shall approved, modify or reject such

recommendations and application and immediately advise the applicant of the disposition in the matter.

5. LEASE OR CONTRACT.

Upon approval of any such application as submitted or modified, the City shall cause a suitable lease or contract agreement to be prepared setting forth the terms and conditions under the commercial aeronautical activities shall be conducted. In every instance, the lease or contract shall be conditional upon the following:

- 5.1. Original and continued compliance with the Minimum Standards of each authorized aeronautical activity. Lease shall refer to and incorporate these Standards by reference. Failure to comply after notification shall constitute grounds for termination or cancellation of the lease.
- 5.2. Any structures or facility to be constructed or placed upon said airport shall conform to all safety regulations of the State of Tennessee and the City of Crossville, and shall conform with the requirements of current building codes and fire regulations of the City of Crossville; and any construction commenced will be diligently pursued to completion. Performance bonds commensurate with the value of the construction may be required.
- 5.3. Operators shall be responsible for all environmental impacts arising from their activities and shall indemnify the City for any costs associated with cleanup, remediation, or regulatory enforcement resulting from the operator's actions or omissions.
- 5.4. The City shall reserve the right to modify and alter these Minimum Standards from time to time; however, any increase or expansion in the Standards shall not apply retroactively to an existing lease but would be applicable at time of renewal or extension of any leasehold term.

6. STANDARD REQUIREMENTS FOR ALL OPERATORS.

- 6.1. Each individual or corporation desiring to conduct aeronautical activities on the airport must satisfy the City Council as follows:
- 6.2. That the applicant has sufficient airport management experience and available personnel to conduct the proposed service or activity in a safe and efficient manner that upholds the professional image of the airport.
- 6.3. That the applicant is financially responsible and able to provide and maintain the facilities and services proposed.
- 6.4. That the applicant has or can reasonably secure necessary certificates from the FAA or other authority where the same are required for the activity proposed.
- 6.5. That the applicant has or can furnish suitable indemnify insurance or bond to protect and hold the City harmless from any liability in connection with the conduct of the activity proposed.
- 6.6. All operators shall comply with applicable federal, state, and local environmental laws and regulations, including but not limited to hazardous materials handling, waste oil disposal, stormwater management, and spill prevention. Operators shall maintain any required environmental permits and shall immediately report spills in accordance with Airport procedures.
- 6.7. That the rates or charges for any and all activities and services of such operators shall be determined by the operator, however all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.

- 6.8. No operator shall be permitted to operate at the Airport without a fully executed lease agreement with the City containing provisions for strict compliance with these minimum standards and regulations and containing such other special provisions as may be determined by the City to be necessary on account of any building or other construction which may be required under such lease or any other special circumstances which may be applicable to such particular operator.
- 6.9. All Commercial Aeronautical Activities operators and shall abide by and comply with all state, county and city laws and ordinances, the rules and regulations of the City governing such airport, and the rules and regulations of the Federal Aviation Administration.
- 6.10. All contracts and leases between such operators and the City shall be subordinate to the provisions of any existing or future agreement between the City of Crossville, and the United States of America, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport properties.
- 6.11. No operator shall sublease or sublet any premises leased by such operator from the City, or assign any such lease, without the prior written approval of the City, and any such sublet or assignment shall be subject to all of the minimum standards herein set forth, which consent shall not be unreasonably withheld.
- 6.12. All operators are required to adhere to the Crossville Memorial Airport Rules and Regulations.
- 6.13. All operators are required to maintain leased buildings and spaces in a clean and professional condition.

7. FIXED BASE OPERATOR.

The City may authorize more than one Fixed Base Operator (FBO) at the Airport, providing sufficient land, facility space, infrastructure capacity, and operational conditions exist. Nothing herein shall be construed to create an exclusive right. A Fixed Base Operator will furnish the following at a minimum:

7.1. Fuel and Oil Sales

Any Person conducting aviation fuel and oil sales on the Airport shall comply with all applicable federal, state, and local regulations and shall provide and maintain the following minimum capabilities and safety measures.

7.1.1. Fuel Storage

- 7.1.1.1. Fuel shall be stored in the City-owned fuel farm or in other storage facilities approved in writing by the City and compliant with all applicable environmental and fire-safety regulations.
- 7.1.1.2. Operators shall follow all City procedures for access, inventory control, and spill reporting.

7.1.2. Personnel Availability and Training

The Operator shall ensure that:

- 7.1.2.1. Properly trained line personnel are available to provide fueling services a minimum of eight (8) hours per calendar day, seven days per week.
- 7.1.2.2. Personnel are on-call during all other hours to respond to reasonable fueling requests.
- 7.1.2.3. All fueling personnel maintain current training in:

- FAA-recognized fuel safety programs
- Fire safety and emergency response
- Proper use of fueling equipment
- Spill prevention and containment procedures

7.1.2.4. Training records shall be made available to the City upon request.

7.1.3. Fueling Safety and Fire Protection

All fueling operations shall comply with FAA, NFPA, and State of Tennessee requirements. The Operator shall:

- 7.1.3.1. Use adequate grounding and bonding equipment to eliminate static electricity hazards
- 7.1.3.2. Maintain approved fire extinguishers and other fire-suppression equipment appropriate to the fueling hazard
- 7.1.3.3. Ensure all fueling vehicles and equipment meet applicable inspection, maintenance, and placarding requirements
- 7.1.3.4. Implement spill-prevention and emergency-response procedures consistent with the Airport's Emergency Response and Spill Plans
- 7.1.3.5. Ensure fueling operations comply with all applicable environmental regulations, including spill prevention, containment, and countermeasures (SPCC) requirements. Operators shall maintain spill kits, conduct spill-response training, and follow the Airport's Stormwater Pollution Prevention Plan (SWPPP) where applicable.

7.2. Ground Support Equipment

The Operator shall maintain equipment appropriate to the fueling services offered, including:

- 7.2.1. Tire inflation equipment
- 7.2.2. Equipment for servicing oleo struts
- 7.2.3. Equipment for changing engine oil
- 7.2.4. Equipment for washing aircraft and cleaning windshields
- 7.2.5. Equipment for recharging or energizing discharged aircraft batteries
- 7.2.6. Equipment shall be maintained in safe, serviceable condition.

7.3. Oil and Lubricant Inventory

- 7.3.1. The Operator shall maintain an adequate inventory of commonly used aviation engine oils and lubricants consistent with the types of aircraft regularly served at the Airport.
- 7.3.2. Inventory levels shall be sufficient to support normal operations.

7.4. Insurance

- 7.4.1. The Operator shall maintain public liability and property damage insurance in amounts sufficient to protect both the Operator and the City from liabilities associated with fueling operations.
- 7.4.2. Insurance requirements shall meet or exceed the minimum levels established by the City and described in the lease document.

8. SPECIALIZED AERONAUTICAL SERVICE OPERATOR (SASO).

A Specialized Aeronautical Service Operator (SASO) shall be any individual, corporation, or firm who is authorized to provide one or more specific aeronautical services. Any SASO shall be governed by all minimum standards described in this document relevant to the services provided.

9. STANDARDS FOR SPECIFIC AERONAUTICAL SERVICES.

In addition to meeting the requirements set forth in Section 6 above, each operator providing the following services, shall operate in accordance with the requirements set forth below:

9.1. AIRFRAME, POWERPLANT, AND/OR ACCESSORY MAINTENANCE.

All persons operating aircraft engine and accessory maintenance facilities shall provide:

- 9.1.1. Sufficient hangar space to house any aircraft upon which such service is being performed.
- 9.1.2. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance have been completed.
- 9.1.3. At least one FAA certified mechanic available five days per week.
- 9.1.4. Separate partitioned space with adequate exhaust fans and fire protection for spray painting, if this type work is performed.
- 9.1.5. Adequate public liability and property damage insurance sufficient to protect the operator and the City from legal liabilities involved.

9.2. FLIGHT TRAINING.

All operators conducting flight training activities shall provide:

- 9.2.1. At least one aircraft properly equipped, maintained, and certified for flight instruction of the kind advertised.
- 9.2.2. At least one properly certified flight instructor to provide flight instruction of the kind advertised.
- 9.2.3. Continuing ability to meet certification requirements of the FAA for the flight training proposed.
- 9.2.4. Adequate public liability and property damage insurance sufficient to protect the operator and the City from legal liabilities involved.

Non-commercial flying clubs are not classified as Commercial Aeronautical Operators and are exempt from these Flight Training requirements.

9.3. AIRCRAFT RENTAL.

Persons conducting aircraft rental shall provide and/or maintain:

- 9.3.1. At least one aircraft properly equipped, maintained, and certified for rental of the kind advertised.
- 9.3.2. At least one properly certified flight instructor to check out pilots for rental aircraft.
- 9.3.3. Adequate public liability and property damage insurance sufficient to protect the operator and the City from legal liabilities involved.
- 9.3.4. Nothing herein shall be construed to require a non-commercial flying club to operate as a commercial aircraft rental business.

9.4. OTHER COMMERCIAL AERONAUTICAL ACTIVITIES

Any Commercial Aeronautical Activity not specifically addressed in this section shall require prior written approval of the City and execution of a written lease or operating agreement. The City reserves the right to determine the appropriate minimum standards applicable to such activity, taking into consideration safety, infrastructure capacity, regulatory compliance, and the orderly development of the Airport. Types of services might include, but are not limited to:

- 9.4.1. Limited Aircraft Services and Support such as limited aircraft, engine, or accessory support (e.g., cleaning, washing, waxing, painting, upholstery, propeller repair, etc.) or other related aircraft services and support activities.

- 9.4.2. Miscellaneous Commercial Services and Support such as ground instruction, simulator training, scheduling and dispatching, or any other related (miscellaneous) Commercial services and support activities.
- 9.4.3. Other Air Transportation Services for Hire such as nonstop sightseeing flights (flights that 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.

10. PROHIBITION ON THROUGH-THE-FENCE ACCESS.

- 10.1. Through-the-Fence Access is strictly prohibited. No person or entity shall create, request, use, maintain, or benefit from any access point, gate, opening, pathway, easement, driveway, or other means of entering the Airport from adjacent off-airport property.
- 10.2. No existing or historical pattern of access, whether formal or informal, shall be interpreted as granting any right to continued access. No prescriptive easement, implied easement, or historical use shall be recognized.
- 10.3. All airfield access points shall be owned, controlled, and managed exclusively by the City. No operator, tenant, property owner, or third party shall install, modify, control, or maintain any gate, lock, keypad, or access device that connects to the Airport's secured areas.
- 10.4. New access points may be established only by the City, and only to serve on-airport aeronautical development such as newly constructed hangars. Any such access point shall be designed and controlled solely by the City and shall not provide access to or from off-airport property.
- 10.5. No access point may be used to support, enable, or facilitate aeronautical activity conducted from off-airport property. No person or entity may use off-airport property as a base of aeronautical operations requiring access to the Airport.
- 10.6. Ingress by fire, EMS, law enforcement, or other emergency responders does not constitute Through-the-Fence Access and does not create any right or precedent for non-emergency access.
- 10.7. Any unauthorized access point or attempt to create or use Through-the-Fence Access constitutes a violation of these Minimum Standards and may result in immediate suspension of access privileges, termination of leases or permits, and any other enforcement action necessary to maintain compliance with federal grant assurances.

11. MAINTENANCE/MANAGEMENT AGREEMENT.

- 11.1. The City may, at its discretion, enter into a separate agreement with an individual, firm, or Fixed Base Operator to provide airport management or maintenance services. Any such agreement shall be administrative in nature and shall not convey authority to regulate, restrict, or control the commercial activities of other aeronautical operators.
- 11.2. The City shall retain full and final authority over airport management, aeronautical access, commercial approvals, enforcement of these Minimum Standards, and all decisions required to comply with federal grant assurances. Nothing in this section shall be construed as granting an exclusive right prohibited by federal law.

12. AUTHORITY TO ENFORCE.

The City shall have the power to enforce these Minimum Standards and any lease, agreement, permit, or authorization issued pursuant hereto. Failure to comply may result in enforcement action as provided herein. If enforcement is necessary to preserve compliance with federal grant assurances or FAA directives, the City will take such action as necessary to ensure continued eligibility for federal funding. Violations of the Airport Rules and Regulations may constitute violations of these Minimum Standards and may be enforced under this section. Updates to the Airport Rules and Regulations may occur independently of these Minimum Standards.

12.1. Notice of Violation

Except in cases requiring immediate action, the City shall provide written notice of violation specifying:

- 12.1.1. The nature of the violation.
- 12.1.2. The corrective action required.
- 12.1.3. The thirty (30) day period within which correction must occur.

12.2. Opportunity to Cure

- 12.2.1. The recipient of a Notice of Violation shall have thirty (30) days from receipt of such notice to cure the violation.
- 12.2.2. Failure to cure within the prescribed period may result in suspension or revocation of the applicable authorization, permit, lease, or agreement.
- 12.2.3. The City may, in its discretion, extend the cure period upon written request for good cause shown.

12.3. Immediate Suspension Authority

The City may immediately suspend operations without prior notice if it is determined that continued activity:

- 12.3.1. Presents a safety hazard.
- 12.3.2. Creates environmental risk.
- 12.3.3. Violates federal law or FAA requirements.
- 12.3.4. Jeopardizes federal grant assurance compliance.
- 12.3.5. Threatens Airport infrastructure integrity.

Written notice of suspension shall be provided as soon as practicable.

12.4. Revocation or Termination

The City may revoke or terminate any authorization, permit, lease, or agreement based on repeated violations, multiple violations, or failure to cure.

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