



**ROCK HILL - YORK COUNTY AIRPORT**

**Minimum Standards  
for  
General Aviation  
and  
Commercial Aeronautical Activities**

**Approved December 13, 2021**

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## SECTION 1 – INTRODUCTION

### 1.1 Airport Overview

The Rock Hill - York County Airport (herein referred to as “the Airport”) is primarily a general aviation airport located in Rock Hill, SC. The City of Rock Hill is the owner, operator, and sponsor of the Airport and is responsible for its safe and efficient operation. Contact information is as follows:

Rock Hill - York County Airport  
550 Airport Road  
Rock Hill, SC 29732  
803-329-5560

The Airport is a federally obligated, general aviation reliever airport. As such there are a host of applicable regulations, standards, and assurances by which the Airport and its Aeronautical service providers must abide.

### 1.2 Authority

The Airport is regulated by Rock Hill City Code along with rules and regulations implemented consistent with the terms thereof. The Airport Commission is responsible for advising for matters related to the care, management, control, operation, and administration of the Airport. The Airport Commission further advises York County and the City of Rock Hill on policy matters including minimum standards and regulations for the operation and use of the Airport. These Minimum Standards were recommended by the Commission and then submitted to York County Council for action with final approval and action by the City of Rock Hill by ordinance and made a part of the Rock Hill City Code. The Commission has the authority to take such actions set forth in these Minimum Standards.

The use of the Airport or any of its facilities in any manner shall create an obligation on the part of the user thereof to obey all the regulations herein.

The Airport Director shall, at all times, have the authority to take such reasonable action as may be necessary to enforce these minimum standards and regulations and to efficiently manage the Airport and its operations. In any contingencies not specifically covered by the standards and regulations, the Airport Director shall be authorized to make such reasonable rules, orders, and decisions as may be necessary and proper provided they are consistent with the intent and purpose of the Minimum Standards.

Whenever these standards and regulations specify the Owner, Sponsor, Landlord, City, or other authority, the Airport Director shall exercise such authority. Except for cases referred to the courts, all decisions of the Airport Director may be appealed to the Airport Commission.

The Airport Director may take action to close the Airport or any portion thereof to all traffic at any time when the Airport Director determines that conditions are unsafe for takeoffs or landings.

## 1.2 Statement of Purpose & Policy

The purpose of these Minimum Standards is to define acceptable standards for the conduct of commercial aviation and other specified activities at the Airport. This document describes the privileges and restrictions associated with different categories of activity at the Airport and sets forth mandatory Minimum Standards for operations, land area, Improvements, and/or services required and/or permitted. The overall intent of these Minimum Standards is to:

- Assist in protecting the public from unsafe, inadequate, or substandard Aeronautical products, services, and Facilities; and help avoid Airport tenants and occupants from exposure to unfair competition;
- Establish minimum entry qualifications for entities seeking to engage in commercial Aeronautical Activities and/or services at the Airport, including but not limited to, the provision of Aeronautical products, services and/or Facilities to the public;
- Promote that aviation activities are conducted in a safe and equitable manner, in accordance with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time;
- Promote the development of quality capital improvements;
- Promote the orderly and compatible development of Airport property;
- Promote the financial self-sufficiency of the Airport.

The Airport strives to maintain a full range of services and Facilities available for the public. Defined privileges will be granted to each type of Operator, with limitations where appropriate. Privileges will generally be granted according to two categories of general aviation Commercial Operators: **Full-Service Fixed Base Operators (FBO)** and **Specialized Aviation Service Operators (SASO)**.

**Non-Commercial Operators, Independent Aeronautical Operators, Temporary Operators, and Private Flying Clubs** shall also abide by these Minimums Standards and may be subject to terms and conditions associated with their permitted functions.

The Airport will provide a fair and reasonable opportunity, without unjust discrimination, to all qualified persons to compete for the right to construct, Lease, or Sublease appropriate space in order to conduct Aeronautical Activities that are not currently provided exclusively by the Airport.

Permission may be granted to an Operator through an Operating Permit and/or Lease or other agreement with the Airport (or authorized Sublease with an FBO). Such Operating Permits, Leases, Subleases, and agreements must be approved by the Airport Commission and/or Rock

Hill City Council and shall describe the terms and conditions under which the activity will be conducted at the Airport, including, but not limited to, the term of the agreements; the rentals, fees, and charges; and the rights and obligations of the respective parties. The granting of such right or privilege, however, shall not be construed in any manner as affording the Operator any Exclusive Right or continuing right of use of the premises or Facilities other than those premises which may be leased exclusively to the Operator for the term of the Lease and then only to the extent provided in the written agreement.

In order to maximize the Airport's value and utility, the Airport reserves the right to Lease an existing facility, or any portion of an existing facility, to any type of Operator. The Airport further reserves the right to designate the specific areas where individual Aeronautical Activities or a combination of Aeronautical Activities may be conducted, and to determine whether or not there is sufficient, appropriate, or adequate space at the proposed site to meet the minimum requirements established herein. Such determination shall consider the nature and extent of the proposed operation and the sites available for such purpose, consistent with the current Airport Master Plan and/or Airport Layout Plan (ALP), the role of the Airport, and the safe, secure, and efficient operation and development of the Airport.

These Minimum Standards will not grant any right or privilege that prevents any other Entity from operating Aircraft on the Airport, or from performing any services on its own Aircraft with its own employees when appropriate, in accordance with these standards and established regulations and requirements of the Airport.

All agreements shall be subordinate to the provisions of any existing or future agreement between the Airport and the United States, including but not necessarily limited to the FAA, relative to the operation and maintenance of the Airport, the execution of which has been required as a condition of federal funding of the Airport.

### 1.3 Applicability

These Minimum Standards apply to all Entities desiring to conduct general aviation and Commercial Activities at the Airport, whether such Entities are physically located on Airport property, or not. These Minimum Standards amend and replace Regulations and Minimum Standards implemented in 1995.

## SECTION 2 – DEFINITIONS

As used in these Minimum Standards, the terms below will have the meanings set forth in this Section 2. The terms may also be described in applicable sections of these Minimum Standards. In the event of any conflict, the more comprehensive description shall govern and control.

“Aeronautical” or “Aeronautical Activity” means 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.

“Air Charter or Taxi” means the commercial operations of providing non-scheduled air transportation, under, either FAR Part 121 or 135, of persons or property for hire on demand.

“Aircraft” means any Aeronautical device including, but not limited to, powered Aircraft, gliders, kites, helicopters, gyroscopes, gyrocopters, ground effect machines, balloons and unmanned Aircraft systems (UAS).

“Aircraft Maintenance” means inspection, overhaul, repair, preservation, alteration, and the replacement of parts by individuals or companies operating under 14 CFR Part 43 or Part 145 but excludes preventive maintenance.

“Air Operations Area (AOA)” means all airport areas where Aircraft can operate, either under their own power or while in tow. The AOA includes runways, taxiways, and Apron areas.

"Airport" means the entirety of Rock Hill – York County Airport including land and Buildings. When used to describe an entity, “Airport” means the City of Rock Hill as owner.

"Airport Commission" or “Commission” means the Rock Hill – York County Airport Commission as established by the Rock Hill City Code pursuant to the Agreement between the City of Rock Hill and York County dated June 8, 1992.

“Airport Layout Plan” (ALP) is a scaled drawing depicting existing and future Facilities and property necessary for the operation & development of the Airport.

"Airport Director" means the person who is the appointed authority by the Rock Hill City Manager to have immediate supervision of the administration and operation of the airport.

“Airport Master Plan” means the planning document that defines the long-term development plans and supporting analysis for the Airport.

“Airport Ordinance” means the rules and regulations identified for the Rock Hill – York County Airport as adopted by the City of Rock Hill and the Airport Commission and is included within the scope of local rules pertaining to the Airport.

“Apron” means that area intended to accommodate aircraft for purposes of loading or unloading passengers or cargo, refueling, parking, or maintenance.

“Building(s)” means the main portion of each structure; all projections or extensions therefrom; any additions or changes thereto; and all garages, outside platforms and docks, carports, canopies, eaves, and porches. Paving, ground cover, fences, signs, and landscaping are not included.

“Commercial” or “Commercial Activity” means an activity which involves, or makes possible, the offering for sale or charge of an Aeronautical Activity for the purpose of obtaining earnings, income, compensation or profit, whether or not such objective is accomplished.

"Commercial Operator" means an Entity engaging in an activity which involves, or makes possible, the offering for sale or charge of an Aeronautical Activity for the purpose of obtaining earnings, income, compensation or profit, whether or not such objective is accomplished.

"Entity" or “Entities” means any person, partnership, proprietorship, association, firm, joint venture, partnership, corporation, other business organization, or government or any combination thereof.

"Equipment" means all machinery, together with the necessary accessories, tools, and other apparatus necessary or appropriate to the proper conduct of the activity being performed.

"Exclusive Right" means a power, privilege, or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. The granting of an Exclusive Right to conduct a commercial Aeronautical Activity on an airport developed or improved with federal funds is prohibited.

“Facility” or “Facilities” means any facility, including, but not limited to, Buildings, property, areas, and roads.

"FAA" means the Federal Aviation Administration, a governmental body primarily concerned with the promotion and regulation of civil aviation to insure safe and orderly growth.

"Full-Service Fixed Base Operator" or “Fixed Base Operator” or “FBO” means a general aviation commercial Operator that is required to offer for sale to the public a range of basic and essential general aviation services and products as specified herein. Additionally, a Full-Service Fixed Base Operator is permitted to provide for sale other specialized Aeronautical services as specified herein.

"Improvement(s)" means all Buildings, structures, and Facilities including pavement, fencing, signs, and landscaping constructed, installed, or placed on, under, or above any

Leased area by or with the concurrence of a Lessee and the Airport. Plans and specifications for all Improvements must be approved by the Airport and must meet development standards established by the Airport.

“Independent Aeronautical Operator(s)” means an Entity that provides a single-service Aeronautical Activity on the Airport that does not interface directly with the public and does not require a commensurate amount of space for public access but may involve or make possible the offering for sale of their Aeronautical Activity for the purpose of obtaining earnings, income, compensation or profit, whether or not such objective is accomplished.

“Landside” means Facilities and space required to enable ground ingress and egress to and from the airport terminal and, in the case of Rock Hill - York County Airport, includes the tenant structures open to the public.

"Lease(s)" means a contractual agreement between the Airport and an Entity which leases real property and, in conjunction with an Operating Permit, grants rights and privileges on the Airport to the Entity for the purpose of conducting stated general aviation activities, which agreement is defined in writing and enforceable under law.

"Leased Premises" means the entirety of the ground area Leased to an Entity including all Buildings, Improvements, and fixed and removable structures identified as the premises in the Lease agreement.

"Lessee(s)" means an Entity, as a tenant, having a valid Lease with the Airport, as the landlord.

“Operator(s)” means any of the following: Commercial Operator, Non-Commercial Operator, Specialized Aviation Service Operator, Independent Aeronautical Operator, Temporary Operator, and Private Flying Club.

“Operating Permit(s)” of “Operator Permit(s)” means a contractual agreement between the Airport and an Entity in which the Airport grants rights and privileges to the Entity for the purpose of conducting stated Aeronautical Activities, which agreement is defined in writing and enforceable under law.

“Private Flying Club” means a nonprofit or not-for-profit Entity (e.g., corporation, association or partnership) organized for the express purpose of providing its members with Aircraft exclusively for their personal use and enjoyment.

“SCAC” means the South Carolina Aeronautics Commission, a governmental body primarily concerned with the promotion and regulation of civil aviation in the state of South Carolina to insure safe and orderly growth.



"Specialized Aviation Service Operator(s)" or "SASO" means a Commercial Operator that is permitted to offer for sale one or more of the permitted services listed herein but is not a Full-Service Fixed Base Operator.

"Sublease(s)" means a sublease on the Airport granted to an Entity by a Lessee, as tenant, and approved by the Airport for the use of all or part of the property Leased by the Airport to the Lessee.

"Sub-Operator(s)" means an Entity engaged in any of the Aeronautical services that a Commercial Operator may provide, which services are provided under a Sublease with an Operator having a valid Lease with the Airport.

"Subtenant Storage Agreement(s)" means the individual agreements in place between an Operator and their customer for the purpose of storing the customer's aircraft.

"Temporary Operator(s)" means an Entity engaging in an Aeronautical Activity on a temporary basis not to extend beyond a 90-day period.

"Tiedown(s)" means a defined area on the Airport suitable for the parking of Aircraft wherein suitable Aircraft tiedown points have been installed.

"Trade Fixture(s)" means are removable personal property that a tenant attaches to Leased land for business purposes.

### **SECTION 3 – APPLICATION PROCEDURES; OPERATING PERMITS**

No person, except as otherwise provided herein, shall use the Airport or any portion thereof or any of its Improvements or Facilities for commercial, business, or other Aeronautical Activities without first complying with these Minimum Standards and obtaining the required approval(s) and written consent to commence those activities by entering into such agreements as may be prescribed by the Airport. Entities must further pay such Airport rates and fees as approved by Rock Hill City Council and set forth in Rock Hill City Code, Appendix A, as amended.

Entities wishing to establish a Commercial Aeronautical Activity at the Airport shall be required to receive an Operating Permit. Other types of Operators shall be required to obtain an Operating Permit or some other type of approval at the discretion of the Airport Director. A written Lease or approved Sublease or other agreement is also required to occupy space or use the Airport.

Operating Permit applications and Lease/Sublease requests must be assembled in the form of a comprehensive and professional proposal and submitted to the Airport Director. The following information should be included in the proposal:

- Completed application;
- Business plan;
- Layout and general specifications;
- Evidence of Operator's experience, financial capability, and technical ability to perform;
- Method of financing;
- Current financial statement and/or financial projections;
- Proof of any required insurance (copy of insurance company letter of intent);
- Any additional information required by the Airport Director or the Airport Commission.

Proposals/requests meeting the minimums and conditions set forth in this standard will be submitted for consideration and ultimate final approval by the Airport Director for Operating Permits, Subleases and similar approvals and Rock Hill City Council for Leases. Leases require input and a recommendation from the Airport Commission and the Airport Director may seek Airport Commission input and a recommendation for any other approval at his discretion. For matters before the Airport Commission, Applicants must present such request in person at a scheduled Airport Commission meeting.

Applications may be denied at the discretion of the Airport Director and/or the Rock Hill City Council for reasons determined just and proper, including but not limited to the following reasons:

- The proposed operation or development will create a safety hazard on the airport or cause the Airport to violate its grant assurances or the requirements of FAA Order 5190.6, or other industry standards or best practices as may be amended from time to time;
- The Operator or its proposal does not meet the requirements of these Minimum Standards;
- The proposed service or development are not financially beneficial to the City of Rock Hill and/or the Airport;
- No appropriate, adequate, or available land or Facilities exist at the Airport which would accommodate the Operator's proposed activities on the date of the application or within a reasonable time thereafter;
- Airport development or construction required for the proposal does not comply or is inconsistent with the Airport Master Plan or conflicts with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time;
- The proposed activities or development will unduly interfere with the operations of any present Operators or restrict access to their Leased areas or permitted function(s);
- The Operator has falsified information and/or not provided all necessary information;
- The Operator has a record of violating the rules and regulations of this or any other airport or pertinent federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time;
- Any party applying or having interest in the business has defaulted in the performance of any Lease or any other agreement with the Airport or the City of Rock Hill;
- The Operator does not have, in the opinion of the Airport Commission, the ability, financial or otherwise, to undertake the proposed activities or development.
- The proposed service or development is not in the best interest of the Airport or the City of Rock Hill.

## SECTION 4 – GENERAL REQUIREMENTS

### 4.1 Construction and Site Development Standards

Any proposed construction or development of Facilities must comply with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time. Plans shall be submitted to the Airport Director, Rock Hill Planning and Development and, if requested, to the Airport Commission and shall receive the appropriate concurrence and all necessary and required permits before proceeding with construction. A specific Construction Safety Phasing Plan (CSPP) developed by the Operator, or their contractor is required for work being completed on or adjacent to the AOA and must be provided to the Airport Director for approval in advance of the construction start date.

All new Improvements, not otherwise already owned by the Airport, constructed on the Airport, other than Trade Fixtures if not airport property at the outset, shall become a part of the land and belong to the Airport upon expiration, termination, or cancellation of the Lease covering such Improvements unless otherwise specified by agreement. If an Operator chooses to develop a site which is not currently served by taxiways, roadways, and/or utility services, the Operator shall be responsible for extending such services and pavement surfaces to its site at the Operator's sole expense, unless otherwise negotiated with the Airport, and will make those Facilities available to all users. All such utility services and pavement areas shall be constructed in accordance with current Airport and FAA design standards, as well as applicable City of Rock Hill codes.

Design plans and associated updates must receive approval by the Airport Director. If the project triggers a need to amend the ALP, the Operator is responsible for the associated cost and may not begin construction until the amended ALP has received FAA approval. Additionally, Operators are responsible for the proper filing and execution of FAA 7460 or other forms, when applicable, and providing proof of the filing as well as written notice to the Airport Director prior to beginning any construction.

### 4.2 General Operational Requirements

Operators shall employ properly qualified and trained personnel in sufficient quantity to meet the applicable Minimum Standards for that service. The appropriate personnel shall be on duty during the applicable hours. The Operator shall also provide a responsible person in the office, when required, to supervise the operations in the Leased area and on the Airport, with authorization to represent and act for and on behalf of the Operator during all business hours. The Operator shall provide the Airport with 24-hour emergency contact information appropriate to the Operator's activities.

The Operator shall control and shall be responsible for the conduct of its representatives, employees, tenants, sub-tenants, customers, contractors, visitors, and guests in accordance

with these Minimums Standards. The Operator shall train its employees and ensure that they possess such technical qualifications and hold the required certificates, permits, licenses, and ratings to conduct the Operator's business activities on the Airport. It shall be the responsibility of the Operator to maintain close supervision over its employees to assure a high standard of service to customers.

Cross-utilization of personnel between Aeronautical Activities may be permitted to the extent that personnel qualifications and licensing requirements and the applicable operating hours of these Minimum Standards are met.

No structure, Aircraft, or other vehicle may be left unattended or parked on a tenant's Leased Premises where it would create a protrusion through any imaginary surface so as to create an obstruction under FAR Part 77, as may be amended from time to time.

Personnel authorized by the Airport to operate motor vehicles within the AOA and/or on the Landside of the Airport shall do so only in strict accordance with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time. The Operator shall permit the Airport to enter upon its Leased Premises at any reasonable time for any purpose necessary, incidental to, or connected with the Operator's performance of its obligations with respect to these Minimum Standards, or the terms of any Operating Permit or Lease, or in the exercise of the Airport's functions; for fire protection, safety, or security purposes; or to inspect or maintain the Leased Premises; or to do any other task deemed necessary or desirable for the safety and operation of the Airport.

The rates or charges for any and all activities and services of the Operator shall be determined by the Operator, subject to review by the Airport and subject to the further requirement that all such rates or charges shall be reasonable and be equally and fairly applied to all users of the services.

The Operator shall provide prompt, courteous, and efficient service to the public and provide an adequate means of contact to meet service demands. The Operator shall adhere to the highest ethical and Aeronautical service community standards in the conduct of its activities.

The Operator shall commit no unlawful or unreasonable nuisance, waste, or injury on the Leased Premises and will refrain from doing anything which may result in the creation, commission, or maintenance of such nuisance, waste, or injury to property on the Airport.

The Operator shall refrain from creating or allowing on its Leased Premises or elsewhere of Airport property any obnoxious odors or smokes, or noxious gases or vapors. The creation of exhaust fumes by the operation of internal combustion engines or Aircraft engines of other types, so long as such engines are maintained and are being operated in a proper manner, is not a violation of this paragraph, nor shall the reasonable operation of the Operator's business

constitute such violation, although some limited and customary odors, gases, and vapors may result therefrom.

The Operator shall refrain from doing anything which might interfere with the effectiveness or accessibility of the Airport's public utilities systems, drainage or sewer system, storm water management system, fire protection system, sprinkler system, alarm system, or fire hydrants and hoses, if any are installed or located on or in the Operator's Leased Premises. The Operator shall refrain from doing any act or thing upon the Airport which will invalidate or conflict with any fire, property, or liability insurance policies covering the Airport.

The Operator shall promptly remove or dispose of debris and other waste material (whether solid or liquid) arising from the Operator's activities. Any garbage, debris, or waste which may be temporarily stored in the open shall be kept in suitable garbage or waste receptacles and equipped with tight-fitting covers of a design sufficient to contain whatever may be placed therein. The Operator shall use extreme care when removing all such waste. Any hazardous waste generation, storage, or disposal must comply with all federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time.

The Operator shall keep and maintain its Leased Premises and all Improvements in a neat and orderly condition, and in good and substantial repair, condition, and appearance. The Operator shall keep mowed and in a slightly condition all landscaping and grass areas within its Leased Premises. The Operator shall also maintain all Aprons, taxiways, taxilanes, roadways, and parking lots that are constructed by the Operator or reserved for their exclusive use.

#### 4.3 Leasing & Subleasing Guidelines

It is the policy of the Airport to develop Facilities on the Airport through private investment. In general, Operators will be required to enter into ground Leases with the Airport and to construct all Improvements at their sole cost and expense. All structures, pavement, and other permanent Improvements constructed on Leased Premises shall, at the Airport's discretion, either at the expiration or termination of the Lease, become the property of the Airport, or shall be demolished at the sole cost and expense of the tenant/operator.

Where prospective Operators can demonstrate to the Airport that desirable services can be adequately provided either in whole or in part from existing Buildings, a Building and ground Lease may be granted at the sole discretion of the Airport.

To the extent that the provisions of any existing Lease agreement or Operating Permit in effect upon the date these Minimum Standards are adopted are in direct conflict, the terms of the Lease and/or Operating Permit may generally prevail but only for the current term of that Lease and/or Operating Permit.

Unless otherwise provided by the Airport, all activities of the Operator shall be conducted on an area or areas of sufficient size to accommodate all services that the Operator is approved to perform, allowing for future growth and additional services as contemplated by the Airport or the Operator at the time of application, but as limited by the space available on the Airport.

The Operator shall conduct its business operations strictly within the areas assigned to it by the Airport, and its operations shall not in any way interfere with the operations of other operators, agencies, or other businesses on the Airport, the use of the Airport by the general public, or with any common use areas. The Operator shall not use any common use areas except as authorized by these Minimum Standards and the Operating Permit and Lease Agreement.

Leases will be of a term to retain for the Airport the greatest possible flexibility in administering Airport property over the long term. The appropriate term for Lease agreements will be determined based on the following considerations:

- All ground Leases will be of sufficient length in the Airport's and Airport Commission's judgment to permit any Operator making a substantial capital investment, either in existing Facilities or new Improvements, to amortize fully the capital investment over the term of the Lease or to obtain financing. A Lease term in excess of that required to amortize tenant capital investment or to obtain financing may not be permitted.
- All agreements for the use of the Airport's Buildings and grounds that do not involve substantial capital investment on the part of the tenant in the Airport's judgment will have a maximum Lease term of five years.
- All agreements with a term in excess of one year will provide for periodic adjustment of charges and fees as defined in the Lease agreement.

In those cases where the Airport considers the extension of a Lease, such extension will be conditioned upon the payment of any money owed to the Airport. Other factors considered will be:

- New Leased Premises Improvements proposed by the tenant;
- Physical condition of the facility;
- History of tenant's rental payments;
- History of tenant's compliance with its Lease terms and conditions and these minimum standards;
- Demonstrated character and quality of service; and
- Future Airport plans.

An Operator shall not assign or transfer their Lease without prior written approval by the Airport Commission. The Airport Commission may, as a condition to approving the assignment, increase rental rates and fees and negotiate other terms and conditions of the Lease.

#### 4.4 Subleasing

Subleases between existing Operators and entities wishing to provide one or more specialized aviation services are subject to the following conditions:

- The Operator must have the Facilities and physical space needed to support the Aeronautical services of the sublessee;
- The proposed sublessee must meet all of the Minimum Standards for the services to be performed as well as be compliant with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time. Standards may be met in combination by the Lessee Operator and the sublessee;
- The Sublease agreement shall specifically define those services provided by the sublessee;
- The proposed sublessee must complete the Airport's permitting and approval process. This must be complete prior to the Operator executing the Sublease agreement;
- The sublessee will provide evidence of meeting the minimum insurance requirements;
- The Operator may be required to pay additional negotiated fees and/or operating fees to the Airport depending on the type of service being offered.

Subtenant Storage Agreements generally are not considered Subleases and specific terms and conditions will be defined in the individual Lease or agreement with the established Operator.

#### 4.5 Rental Rates

- Building and Ground Rental:
  - Ground rental is for the gross land area Leased, including any exclusive-use Aprons, automobile parking areas, etc. Ground rentals will be predominantly based on the current fair market value of the land. Consideration for setting ground rental rates may include using trending value of land, independent research, formal appraisal, or other acceptable method and allow for consideration of construction time and intended use of the parcel.
  - In addition to ground rental, Operators leasing Airport-owned Buildings will be required to pay Building rental based on the square footage of the Building area Leased. Building rentals will be predominantly based on the current fair market value of the land. Consideration for setting Building rental rates may include using trending value of existing Building square footage, independent research, formal appraisal, or other acceptable method and allow for consideration of construction time and intended use of the parcel.
  - Ground rental rates will be revisited using the current fair market value of the land, as determined by independent appraisal or other acceptable method, as the basic criterion for such adjustment when entering into new leases or amendments. Building rental rates will also be similarly revisited.



- In addition, the basic ground rental rate and the Building rates will be adjusted annually on the basis of the Consumer Price Index (CPI).
- In no case will the ground or Building rental fall below the initial ground or Building rental of a Lease.
- Privilege Fees:
  - In addition to ground rentals and any Building rentals, Operators or concessionaires not engaging in an Aeronautical Activity are required to pay to the Airport a monthly sum equal to an Airport approved amount or percentage of applicable gross receipts.
- Fuel Flowage Fees:
  - In addition to any other rentals or fees, Full-Service Fixed Base Operators shall pay a fuel flowage fee as established by the Airport for each gallon of aviation fuel sold. The Airport shall have the right to increase or decrease the fuel flowage fee provided such changes are uniform among all Full-Service Fixed Base Operators.
- Performance Bonds:
  - Operators may be required to secure performance bonds in an amount determined by the Airport as security for Lease or privilege fee payments in accordance with the terms of their agreements.

#### 4.6 Maintenance

- Net Leases
  - All property will be Leased strictly on an "as is" basis, to include all defects. Each Operator will be required to provide all maintenance for the gross land area Leased and for any Buildings on the Leased land.
  - All Leased land will be on a net basis, with the Operator required to assume the responsibility for providing heat, light, and other services to support all maintenance, repair, and upkeep and payment of any taxes imposed thereon.
  - If the Airport determines in its judgment that the quality of maintenance is not satisfactory, it may, at its sole option, perform necessary maintenance, and the Operator will be required to reimburse the Airport for the costs so incurred.
  - At the termination of the Lease, the Leased Premises as land and all structures will be returned to the Airport in as good a condition as when Leased and as improved, reasonable wear and tear excepted with all structures there on continuing to be or becoming property of the Airport.
  - It will be the responsibility of the Operator to remove any and all environmental contamination caused by its occupancy, and to furnish the Airport with an environmental assessment of the Leased Premises prior to termination and/or expiration of the Lease. Subsequent tenants will assume responsibility for any contamination caused by a prior tenant when such contamination is not identified prior to signing the subsequent Lease.

- Airfield
  - The Airport will maintain all movement areas currently identified as the Runway, and Taxiways.
  - The Operator will maintain Aprons and taxilanes per individual Lease agreements.
- Alterations, Repairs, and Additional Construction
  - Operator will not construct, install, remove, modify, or repair any Building on the Leased Premises without prior written approval by the Airport Director and Airport Commission of the plans and specifications for the proposed project.

#### 4.7 Waiver of Standards

The Airport Director may, at his discretion, waive all or any portion of these Minimum Standards for the benefit of any governmental agency or public utility performing public services to the aviation industry if those services are performed for:

- The general public in time of emergency;
- Public services to the aviation industry, or performing emergency medical or rescue services to the public by means of Aircraft;
- Fire prevention or firefighting operations.

The Airport Director may further temporarily waive or reduce any of these Minimum Standards for nongovernmental Operators where the Airport Director, at discretion, deems such waiver or reduction to be in the best interest or welfare of the Airport's operation and is not likely to conflict with future Operators providing like services.

Requests to modify or waive any provision of these Minimum Standards must be submitted in writing to the Airport Director. The Airport Commission may make a recommendation as to whether or not the request will be granted.

Waivers will not be entertained in the event the applicant is in default of any provision of a Lease or of the Minimum Standards for an existing operation.

## SECTION 5 – REGULATIONS GOVERNING AIRPORT OPERATIONS

- A) The privilege of using the Airport and its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. By their use of the Airport, users of any type agree to indemnify and hold the City of Rock Hill, York County, the Airport Commission, and their respective elected officials, officers, employees, or volunteers, harmless from any and all loss, cost, expense, claim or liability (including, without limitation, reasonable attorneys' fees) resulting from such use. The privilege of using the Airport shall be upon the further condition that any person desiring to use the same shall furnish insurance according to these Regulations. Specific requirements may be in other documents, such as leases or access agreements.
- B) All FAA rules and regulations governing the operation of aircraft in effect as of this date, and any amendments thereto, are made a part of these Airport rules and regulations as fully as if set forth herein.
- C) Aircraft engines shall be started only in the places designated for such purposes. At no time shall engines be run up when hangars, shops, airplanes, or any buildings or persons are in the path of the propeller stream and/or jet exhaust. Aircraft engine run ups for testing or in preparation for flight shall only take place at the ends of the runway or in other places designated by the Airport Director. Such activity shall not be unreasonably undertaken between 10:00 PM and 6:00 AM.
- D) No aircraft shall be parked or stored at the Airport except in areas designated for such purposes. Light aircraft that are left unattended shall be secured with tie-down ropes or other restraining devices of at least 1,200 pounds working load strength. All tie-down ropes and other restraining devices shall be maintained in good condition.
- E) The performance of aircraft and engine repair and maintenance is considered to be an aeronautical service regulated by these Minimum Standards except where such services or repairs are performed by the aircraft owner or their employees. The Commission reserves the right to designate reasonable areas where such aircraft owners may perform services on their own aircraft. If such areas are designated, the Commission may prohibit the performance of such services in T-Hangars and tie-down areas and prescribe rules for the use of such owner type aircraft maintenance areas.
- F) At the direction of the Airport Director, the Operator, owner, or pilot of any illegally parked aircraft on the Airport shall move the aircraft to a legally designated parking area on the Airport. If the Operator refuses to comply with such direction, the Airport or its agent may tow said aircraft to such designated area at the Operator's expense without liability for damage which may result in the course of such moving.
- G) In the event of an accident, the Airport, or its agent may, in compliance with FAA and other governmental regulations, move damaged aircraft from the landing areas, Aprons, or other

areas at the expense of the owner and without liability for damage resulting from such moving.

- H) The pilot of an aircraft involved in an accident on or near the Airport causing personal injury or property damage shall promptly report the incident to the Airport Director. In the event said pilot is not able to do so, the owner of the aircraft or his agent shall make such report.
- I) Airport property damaged or destroyed by accident or otherwise shall be repaired at the expense of the responsible parties.
- J) The Airport Director shall have the authority to detain any aircraft for nonpayment of any charges due the City.
- K) No person shall taxi an aircraft until he has ascertained by visual inspection of the area that there will be no danger of collision with any person or object in the immediate area. All aircraft shall be taxied at a safe and reasonable speed with due respect for other aircraft, persons, and property.
- L) Unless an emergency situation is present, all takeoffs and landings shall be confined to the runways and all movement of aircraft shall be confined to the hard surface areas.
- M) All authorized personnel such as pilots, crew members, and passengers shall have access to the AOA and have freedom of movement within the boundaries of the service provider's apron area, provided that they are visually or physically escorted. This does not, however, mean that any person in the AOA shall have freedom of movement on runways or taxiways except in conjunction with aircraft operations. These privileges are confined to the necessary use of these areas in connection with flights, inspections, and routine duties.
- N) No surface vehicles shall be permitted on the runways or taxiways without the express permission of the Airport Director. Vehicles may be operated on the Apron in accordance with prior agreement to accomplish a necessary Airport purpose, service, or inspection.
- O) No surface vehicle shall be driven between the loading gate or fence and an aircraft parked and in the process of loading or unloading, except where an area is designated for such activity by the Airport Director. Surface vehicles may enter the Apron for loading and unloading of passengers, baggage and cargo following any posted advisory signs. Surface vehicles shall not be left unattended on the Apron, including at tiedowns leased by the vehicle operation. Surface vehicles may be parked in a leased hangar space if the aircraft is in use.
- P) No person shall operate any vehicle in a careless or negligent manner or without regard for the safety of others, or in excess of posted speed limits. Surface vehicles shall follow taxilanes in traversing the Apron. All surface vehicles shall yield to aircraft at all times.

## SECTION 6 – FUELING AND DE-FUELING OF AIRCRAFT

- A) All aviation fuels and oils for sale on Airport property shall be dispensed only by persons authorized in accordance with these Minimum Standards. No other persons will be allowed to self-fuel, transport, store, dispense, or otherwise introduce petroleum products onto Airport property without the express permission of the Airport. The transportation of fuel onto the Airport, via truck or otherwise, for the purpose of direct aircraft fueling is prohibited. This provision shall not apply to the various fuel companies (i.e., Phillips 66, Exxon, Shell, BP, etc.) that make aviation fuel deliveries at the Airport into storage tanks approved in accordance with Section 6(C). No truck to truck (fuel transport truck to aircraft fuel service truck) operations will be conducted unless prior approval has been granted by the Airport Director. Additionally, the fuel companies that make deliveries shall submit documented monthly reports to the Airport Director showing fuel delivered for the prior month.
- B) All persons or firms engaged in the sale or dispensation of fuel at the Airport shall be subject to a fuel flowage fee to be determined by the Airport. This fee is subject to change by majority vote of the Airport.
- C) No fuel storage and/or dispensing equipment shall be installed or used at the Airport without the prior written approval of the Airport. All such equipment shall be of a modern design, shall be maintained in a safe and non-leaking condition, and shall be installed and maintained at the sole expense of the Operator. All storage tanks shall be located above ground and made to comply with current requirements, and adapted to meet future requirements of federal, state, and local laws and regulations relating to fuel storage, and shall be operated in accordance with FAA Advisory Circular 150/5230-4, and any amendments thereto. Any self-serve fueling equipment shall be installed and operated in compliance with industry standards as well as federal, state, and local laws. Any new fuel farms will require a dike containment system capable of holding a minimum of one of the largest tanks in the facility, a secondary containment system for the parking of all fuel trucks, electronic leak detection, floating suction, single-point (bottom off-load and on-load), and an adequate oil water separator. Additionally, any new fuel farm facilities or improvements to existing facilities shall accommodate, at a minimum, a three-day supply based on current usage of both aviation fuel products. The fuel provider may adhere to a different fuel quality standard and facility guideline or combination thereof that meets or exceeds FAA Advisory Circular 150/5230-4 such as DESC 1548E.
- D) No aircraft, including Medivac helicopters, shall be fueled or de-fueled while the engine is running, while being warmed by applications of exterior heat, or while such aircraft is in a hangar or enclosed area.
- E) No aircraft shall be fueled or de-fueled within 50 feet of a hangar or building.

- F) Smoking or lighting of an open flame shall be prohibited within 50 feet of any fueling operation. No person shall use any material during fueling or de-fueling of aircraft which is likely to cause a spark or be a source of ignition.
- G) No person shall operate any radio transmitter or receiver or switch electrical components on or off in an aircraft during fueling or de-fueling except those systems that may need to be operated by a crew member during fueling operations.
- H) During fueling operations of any kind, dispensing equipment and receiving equipment such as fuel trucks, fuel farms, and aircraft shall be bonded at all times to neutralize electrical discharge potential.
- I) Adequate fire extinguishers of the proper type shall be within ready reach of all persons engaged in fueling or de-fueling of aircraft.
- J) Fuel hoses and equipment shall be maintained in a safe, sound, and non-leaking condition.
- K) No aircraft shall be fueled or de-fueled while passengers are onboard aircraft unless a qualified crew member is on board that is familiar with emergency procedures.
- L) Persons engaged in the fueling and de-fueling of aircraft shall exercise care to prevent overflow of fuel. In the event of a fuel spill that reaches a storm water drop inlet or is 25 gallons or greater, the persons responsible shall immediately notify the Airport Director and the City of Rock Hill Fire Department. Fuel spills shall be secured, cleaned up, and disposed of properly and without delay.
- M) Any use of MOGAS in aircraft shall be in accordance with all applicable FAA and industry guidelines as well as federal, state, and local laws and regulations relating to fuel handling and storage.

## SECTION 7 – FIRE REGULATIONS; CLEANLINESS

- A) Smoking or lighting of an open flame is prohibited at places with posted signs, within 50 feet of hangars, fuel trucks, fuel loading stations, and tank farms. No smoking will be allowed on Airport property except in designated areas.
- B) No person shall start an open fire on the Airport without permission of the Airport Director.
- C) No person shall store material or equipment, use inflammable liquids or gases, or allow their premises to become in such condition so as to violate, in any manner, the local fire code. The storage of paint thinners, fuels, or other such volatile materials in hangars is prohibited.
- D) Tenants of all hangars and buildings shall provide suitable fire extinguishers as required by local regulations and building codes. These fire extinguishers shall be of the proper type and kept in good operating condition and inspected by properly trained personnel at least every 12 months.
- E) Tenants of all hangars and buildings are required to keep their premises clean and clear of all rubbish, junk, debris, damaged and/or non-operational aircraft and vehicles, and unsightly objects. If, after warning by the Airport Director, the area is not cleaned, the Airport Director may have the premises cleaned at Tenant's expense.

## SECTION 8 – MINIMUM STANDARDS FOR COMMERCIAL AERONAUTICAL ACTIVITIES

### 8.1 Fixed-Base Operators (FBO)

A Fixed Based Operator (FBO) is a Commercial Operator engaged in the sale of products services, and facilities to aircraft owner/operators.

#### A) Required Services

(i) FBOs must offer all of the following services:

1. Aircraft parking and storage;
2. Aircraft fueling including delivering and dispensing Jet Fuel, Avgas, and Aircraft lubricants into all the general aviation Aircraft normally frequenting the Airport;
3. Disabled Aircraft removal;
4. Additional Aircraft support services; lavatory servicing, ground power service, etc.

*Note: FBOs are not permitted to meet Minimum Standards for these required services in subsection (A)(i) through authorized Sublease agreements.*

(ii) FBOs must offer at least one (1) or more of the following services

1. Airframe and power plant (A&P) repair;
2. Flight training and Aircraft rental;
3. Air Charter Part 121 or 135 Services.

*Note: FBOs are permitted to meet Minimum Standards for these required services in subsection (A)(ii) through authorized Sublease agreements.*

#### B) Standards for Required Services

Expanded standards and requirements for the various services are defined as follows:

1. Aircraft Guidance, Parking, and Tiedown
  - a. Provide Aircraft arrival and departure guidance on the Apron as necessary.
  - b. Provide Aircraft parking and Tiedown Facilities and Equipment, including ropes, and/or other types of restraining devices and wheel chocks, for transient Aircraft.
2. Aircraft Fueling
  - a. Provide for the sale and dispensing fuel with a reasonable selection of lubricants of sufficient ratings, grades, quality, and quantity.
  - b. Provide at least one metered and filter-equipped fueling truck for dispensing jet fuel of which at least one has a capacity of not less than 3,000 gallons, and which meets all applicable safety requirements.
  - c. Provide at least one metered and filter-equipped fueling truck for dispensing aviation gasoline of which at least one has a minimum capacity of 1,500 gallons, and which meets all applicable safety requirements.
  - d. Maintain fuel dispensing reports on file for at least 12 months, personnel training records for at least 24 months, and have such reports and records available for auditing at any time by the Airport Director or designee.



3. Aircraft Fuel Storage
  - a. Construct, install, and maintain an above ground fuel storage facility in a location consistent with the Airport Layout Plan (ALP).
  - b. FBO shall have a written Spill Prevention Contingence and Control (SPCC) Plan that meets regulatory standards. A current copy must be on file with the Airport Director.
  - c. Maintain quality in accordance with American Society for Testing and Materials (ASTM) standards.
  - d. The FBO shall be liable and indemnify the City of Rock Hill and the Airport for all leaks, spills, or other damage that may result through the handling and dispensing of fuel.
4. Line Service
  - a. Offer or arrange courtesy transportation for transient passengers and pilots to general aviation Facilities and other local destinations.
  - b. Provide proper Equipment and supply of parts for repairing and inflating Aircraft tires, servicing braking systems, changing oil, deicing Aircraft, recharging oxygen systems, recharging batteries and starters and cleaning Aircraft windows and interiors of general aviation Aircraft.
  - c. Provide adequate ground support Equipment for normal turnaround of Aircraft, including ground power units and fire extinguishers.
  - d. Maintain adequate towing Equipment to move Aircraft up to 30,000 pounds gross weight safely and efficiently.
5. Aircraft Hangar/Tie-Down Storage
  - a. The FBO shall maximize provisions for Aircraft hangar and tie-down storage on their Leased Premises. Storage options, to the extent possible, shall be in type and quantity necessary to meet current public demand for Aircraft storage Facilities at the Airport.
6. Flight Planning and Flight Service Facilities
  - a. Provide a fully equipped flight planning facility; navigational charts and other necessary flight planning Equipment.
  - b. Provide an aviation sales counter to offer for sale a reasonable variety of pilot supplies, navigation and flight planning equipment, survival equipment, and general Aircraft and equipment manuals.
7. Pilot and Passenger Facilities
  - a. Offer conveniently located, heated, and air-conditioned lounges and restrooms for passengers and crews.
  - b. Offer passenger lounges with Facilities for checking in general aviation passengers and Baggage; well-appointed waiting areas, light refreshments (may be provided by vending machines), current periodicals, and internet access.
8. Removal of Disabled Aircraft
  - a. A Full-Service FBO shall maintain Equipment and personnel sufficient to remove a disabled Aircraft of up to 12,500 pounds gross takeoff weight.

C) Management and Staffing Requirements

1. FBO activities must be serviced by an on-site manager who at all times shall be responsible for the services provided.
2. All staff shall be fully trained, appropriately qualified, and in sufficient quantity to carry out the duties for which they are employed.
3. All employees shall wear uniform, appropriate Airport access badge(s), and utilize protective clothing and Equipment as appropriate or necessary.

D) Minimum Land, Development, and Parking Requirements

FBOs shall be required to Lease, develop, and operate a minimum ground area of one (1) acre. Additionally, the following Improvements shall be made at their sole expense.

1. One Aircraft Storage Hangar and one Aircraft Maintenance Hangar totaling of not less than 20,000 square feet.
2. An office or administration Building of adequate size and configuration to accommodate an office, pilot lounge, telephone, and restroom facilities.
3. Paved Apron area of not less than 75,000 square feet with access to Aircraft hangars.
4. Permanent fuel storage for a minimum of 12,000 gallons for jet fuel and 12,000 gallons for aviation gasoline.
5. Paved off-street parking outside the AOA, but within the Leased Premises, for the minimum number of parking spaces required to support the business and maintain compliance with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time.
6. All Improvements shall be constructed or Leased in areas designated for general aviation use in the currently approved Airport Master Plan/ALP as updated from time to time. Any Improvements shall be in conformance with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time, and such future property development standards as may be adopted by the Airport.

E) Fair and Reasonable Rates and Charges

Rates and charges for Aircraft parking, Tiedown, and hangar storage shall be determined by the Full-Service Fixed Base Operator and shall be reasonable and applied equally and fairly to all users of such services. All rates and charges, including any changes thereto, must be filed with the Airport Director.

F) Prohibited Services

An FBO shall be expressly prohibited from providing the following services:

1. Terminal Facilities for passenger operations, other than those operations covered by FAR Part 135, Part 91, and/or performed by the FBO;
2. Full-service restaurant, coffee shop, lounge, or cafeteria;
3. The sale or dispensing of alcoholic beverages;
4. Banner towing and aerial advertising;
5. Agricultural aviation services; or

6. Any service prohibited by law or of a Non-Aeronautical nature or any service deemed to be incompatible with Aeronautical operations.

## 8.2 Specialized Aviation Service Organization (SASO) Providers

A Specialized Commercial Aeronautical Operator or SASO is a Commercial Operator engaged in providing limited Aeronautical services and support, miscellaneous commercial services and support, or air transportation services for hire.

### A) Standards for Permitted Services

1. Aircraft Charter or Aircraft Management Operator
  - An Aircraft Charter Operator is a SASO offering nonscheduled and/or Air Charter services.
  - An Aircraft Management Operator is a SASO providing aircraft management to the general public, including but not limited to, flight dispatch, flight crews, or aircraft maintenance coordination.
  - Each Operator shall fully comply with the following:
    - a. The Aircraft Charter or Taxi operation must be certificated under 14 CFR Part 135 or operated under 14 CFR 91, as may be amended from time to time.
    - b. Provide not less than one (1) properly certified and continuously airworthy Aircraft available for Air Charter or Taxi purposes. All such Aircraft shall be equipped and approved for flight under instrument flight rules (IFR) conditions.
    - c. Provide a sufficient number of appropriately qualified and FAA licensed pilots and any other necessary personnel to provide the services required.
    - d. Provide adequate services, Facilities, and Equipment for providing passenger check-in, Baggage handling, ticketing, and suitable courtesy ground transportation and passenger and employee vehicle parking.
    - e. Hours of operations shall be sufficient to meet the demands of the public five (5) days a week and eight (8) hours per day.
2. Aircraft Maintenance and Repair – a SASO offering aircraft engine and airframe overhaul and repair shall comply with the following:
  - a. Maintain its status as an FAA approved Repair Station.
  - b. Provide sufficient Equipment, supplies, and spare parts appropriate for the level of regular demand.
  - c. Train personnel and have staff in sufficient numbers to meet demand for the services offered, but never less than one person currently certificated by the FAA as both an airframe and powerplant mechanic and Aircraft inspector, and one other person not necessarily rated.
  - d. Sufficient hangar space to house any aircraft upon which such service is being performed.
  - e. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance has been completed. When light aircraft are placed outside of hangars and left unattended, the aircraft shall be secured with tie-down ropes or other

- restraining devices of at least 1,200 pounds working load strength. All tie-down ropes and other restraining devices shall be maintained in good condition.
- f. Hours of operations shall be sufficient to meet the demands of the public five (5) days a week and eight (8) hours per day with on call service available on at least one additional day per week.
3. Independent Aircraft Maintenance Operator – a SASO:
- Engaged in providing Aircraft Maintenance (as defined in 14 CFR PART 43) for airframe, appliances, and powerplant, including, but not limited to, Preventative Maintenance, Inspections, and Alterations (as defined in 14 CFR Part 43 Appendix A).
  - For Based Aircraft weighing 12,500lbs or less maximum certificated takeoff weight, and
  - That does not lease land or facilities from the City or an existing Lessee or Sublessee at the Airport for Commercial purposes.
  - Independent Aircraft Maintenance Operators:
    - a. Shall not engage in Activity(ies) which it is not properly licensed and certified to perform;
    - b. Shall fully comply with all applicable Airport Rules and Regulations specific to the location where the Activity(ies) is performed;
    - c. Shall not solicit or provide Aircraft Maintenance or Preventative Maintenance to transient aircraft for any reason;
    - d. Shall maintain and provide to the Airport Director prior to engaging in Activities at the Airport, all licenses, certifications, and permits required by the Airport and/or other Agencies; and
    - e. All Activities involving aircraft maintenance by the Independent Aircraft Maintenance Operator shall fully comply with the Airport and FAA requirements for certification, currency, and ratings for the work being performed.
4. Avionics and Instrument Maintenance Operator – a SASO offering avionics and instrument repair shall comply with the following:
- a. Maintain its status as an FAA approved Repair Station.
  - b. Provide sufficient Equipment, supplies, and spare parts appropriate for the level of regular demand.
  - c. Train personnel and have staff in sufficient numbers to meet demand for the services offered, but never less than one person currently certificated by the FAA as avionics technician.
  - d. Sufficient hangar space to house any aircraft upon which such service is being performed.
  - e. Suitable storage space for aircraft awaiting maintenance or delivery after repair and maintenance has been completed. When light aircraft are placed outside of hangars and left unattended, the aircraft shall be secured with tie-down ropes or other restraining devices of at least 1,200 pounds working load strength. All tie-down ropes and other restraining devices shall be maintained in good condition.
  - f. Hours of operations shall be sufficient to meet the demands of the public five (5) days a week and eight (8) hours per day with on call service available on at least one additional day per week.

5. Independent Avionics or Instrument Maintenance Operator – a SASO:
  - Engaged in providing maintenance or alteration of one or more of the items described in 14 CFR PART 43, Appendix A (i.e., Aircraft radios, electrical systems, or instruments),
  - For Based Aircraft weighing 12,500lbs or less maximum certificated takeoff weight, and
  - That does not lease land or facilities from the City or an existing Lessee or Sublessee at the Airport for Commercial purposes.
  - Independent Avionics or Instrument Maintenance Operator:
    - a. Shall not engage in Activity(ies) which it is not properly licensed and certified to perform;
    - b. Shall fully comply with all applicable Airport Rules and Regulations specific to the location where the Activity(ies) is performed;
    - c. Shall not solicit or provide Avionics or Instrument Maintenance to transient aircraft for any reason;
    - d. Shall maintain and provide to the Airport Director prior to engaging in Activities at the Airport, all licenses, certifications, and permits required by the Airport and/or other Agencies; and
    - e. All Activities involving avionics or instrument maintenance by the Independent Avionics or Instrument Maintenance Operator shall fully comply with the Airport and FAA requirements for certification, currency, and ratings for the work being performed.
6. Commercial Flight Instruction and Aircraft Rental – a SASO offering flight instruction and/or Aircraft rental shall comply with the following:
  - a. Maintain a flight training school authorized to provide VFR and IFR flight instruction in accordance with FAR Part 61 or 141, as may be amended from time to time.
  - b. Maintain At least one certificated and currently airworthy Aircraft available for flight training or Lease. Such Aircraft can be owned or leased.
  - c. Appropriately rated flight and ground instructors in sufficient numbers to meet demand.
7. Independent Flight Instruction – a SASO that is an independent flight instructor providing a commercial aeronautical activity (flight training) to the general public, and/or advertising to the general public will be permitted without meeting the requirements of a Commercial Flight Instruction SASO (above), provided that:
  - a. A City of Rock Hill Business License is obtained.
  - b. A Commercial Aeronautical Activity Permit is acquired.
  - c. Training or business activities are not conducted in the public areas of the Airport Terminal Building, or leased space of another FBO or SASO, without written approval of the FBO or SASO.
  - d. This SASO shall provide flight instruction per FAR Part 6, Subpart “H”. The SASO shall have services available on an as required basis and conduct such flight and ground training in accordance with these Minimum Standards and the current Airport Regulations.

8. Aircraft Storage – a SASO wishing to store aircraft not owned by the Operator either in hangars or tied down on an apron and shall comply with the following:
  - a. Shall provide by lease from the City an area adequate to accommodate all activities of the Operator, which shall be at least 90% improved with pavement or building(s).
  - b. Shall provide for paved aircraft access from the common areas of the Airport to the Operators leasehold.
9. Aircraft Sales - a SASO wishing to sell new or used Aircraft shall comply with the following:
  - a. Obtain a sales franchise or dealership agreement with an accredited Aircraft manufacturer if the sale of new Aircraft is proposed.
  - b. Employ as many qualified pilots (current and rated), as needed to demonstrate all of the models being offered for sale.
  - c. Provide an adequate inventory of spare parts for the Aircraft for sale.
  - d. Establish an inventory of all new and used Aircraft for sale and provide a quarterly inventory report to the Airport Director stating all Aircraft transactions.
  - e. Hours of operations shall be sufficient to meet the demands of the public five days a week and eight (8) hours per day.

#### B) Multiple Permitted Services

A SASO shall be permitted to provide two or more of the permitted services if determined by the Airport Commission to be in the public's best interest,

The Minimum Standards for a SASO to provide multiple permitted services shall be the same as those established for the individual services outlined herein. Where the individual Minimum Standards are repetitious, the provisions will not necessarily be cumulative. In such cases, the most stringent requirements will take precedent.

#### C) Sub-Operators

If a SASO desires to sublease space (other than a tie-down) to another operator to provide one or more Commercial Aeronautical Activities, the following conditions will apply:

- The subleasing party must obtain a City of Rock Hill Business License and a Commercial Aeronautical Activity Permit from the Airport to operate at the Airport.
- The SASO must obtain written approval from the Airport Manager to sublease the space and function.
- The SASO must ensure payment to the Airport of fees applicable to the class of services provided by the sub-lessee at the levels approved by Rock Hill City Council and set forth in Rock Hill City Code, Appendix A, as amended.
- SASO must carry minimum insurance requirements listed in Appendix A for type of operation to be performed.

#### D) Management and Staffing

SASO activities must be serviced by an on-site manager who at all times shall be responsible for the services provided. All staff shall be fully trained, appropriately qualified, and in sufficient quantity to carry out the duties for which they are employed. All employees shall utilize protective clothing, Airport access badge(s), and Equipment as appropriate or necessary.

#### E) Minimum Land, Development, and Parking Requirements

A SASO seeking a lease directly with the Airport shall be required to:

- Lease a minimum ground area of 0.25 acres.
- Develop a minimum of 90% of leased land.
- Construct or Lease from the Airport a Building of not less than 6,400 square feet, unless otherwise approved by the Airport Commission, and provide such Building with suitable heating, lighting, air conditioning, accommodations for an office and customer lounge and restrooms.
- Provide paved off-street parking outside the AOA, but within the Leased Premises, for the minimum number of parking spaces required to support the business and maintain compliance with federal, state, and local rules and regulations; Airport policies and procedures; and applicable industry standards and best practices as may be amended from time to time.

#### F) Fair and Reasonable Rates and Charges

Rates and charges for public services shall be reasonable and applied equally and fairly to all users of such services. All rates and charges, including any changes thereto, must be filed with the Airport Manager.

### 8.3 Temporary Specialized Aviation Service Operator (SASO)

The Airport accepts that Aircraft Operators may require specialized, temporary assistance with the Aircraft Maintenance or operation of their Aircraft. An example of a SASO Temporary Operator may include a manufacturer providing specialized Aircraft Maintenance on Aircraft owned or leased by an existing Operator.

A Temporary SASO may request a 90-day temporary Operating Permit, authorized by the Airport Director. The Operator seeking the temporary services is responsible for assuring compliance with all applicable standards and regulations by the Temporary Operators while on the Airport. The Temporary SASO shall comply with applicable portions of these Minimum Standards.

## **SECTION 9 – THROUGH THE FENCE OPERATIONS POLICY**

Through-the-Fence Operations: The Airport may authorize through-the-fence operations to the extent permitted by FAA Advisory Circular 150/5190-7, Minimum Standards for Commercial Aeronautical Activities, as amended, or any other regulation subsequently imposed by the FAA or other governmental Entity succeeding to its jurisdiction, functions, or responsibilities. These operations must be approved by the FAA and receive proper permitting by the Airport. The Airport Commission will make the final determination as to whether or not the proposed operation meets the Minimum Standards and is compatible with the Airport's Master Plan/ALP.



## SECTION 10 – NON-COMMERCIAL OPERATORS AND FLYING CLUBS

### 10.1 Non-Commercial Operators

Non-Commercial Operators, though they may not provide a Commercial public good or service, must abide by these Minimums Standards and any related agreements with the Airport. A Non-Commercial Operator is an Entity that develops, constructs, and/or owns one or more Facilities to be used for Non-Commercial purposes.

#### A) Minimum Standards

The Non-Commercial Operator shall use the Leased Premises for Aircraft either owned by or under written Lease to the Non-Commercial Operator and under the full and exclusive control of the Non-Commercial Operator for Non-Commercial purposes. Sublease of land or structures is prohibited unless specifically authorized in the Operator's Lease agreement and preapproved by the Airport Manager.

#### B) Minimum Land and Structure Requirements

The Non-Commercial Operator shall have adequate space to contain all necessary related Aircraft storage structures, Aircraft parking, and vehicle parking.

Hangars must be at least 10,000 square feet with an associated Apron space capable of accessing aircraft movement areas. The Airport Commission may consider hangars less than 10,000 square feet based on availability of space in accordance with the Airport's Master Plan and ALP.

### 10.2 Private Flying Clubs

Private Flying Clubs are nonprofit or not-for-profit Entities (e.g., corporation, association or partnership) organized for the express purpose of providing its members with Aircraft exclusively for their personal use and enjoyment.

#### A) Minimum Standards

- a. No Private Flying Club member shall receive compensation for services provided to the Private Flying Club or its members.
- b. No Private Flying Club Member shall use the Private Flying Club Aircraft in exchange for compensation/payment. This does not include reimbursement for expenses associated with the use of Private Flying Club aircraft.
- c. A Private Flying Club is not considered an Aircraft rental or flight training provider, so long as the Private Flying Club prohibits use by the general public and only allows use by members through proper membership requirements.
- d. Private Flying Clubs may not offer or conduct Air Charter or Taxi, or Aircraft rental operations.

- e. Private Flying Clubs may not conduct Aircraft flight instruction, except for members.
- f. Only members of the Private Flying Club may operate the Private Flying Club Aircraft (including flight instructors), except for ferrying operations or Aircraft Maintenance flight checks.
- g. Any qualified mechanic who is a registered member and part owner of the Aircraft which is owned and operated by a Private Flying Club shall not be restricted by the Private Flying Club from doing Aircraft Maintenance work on Aircraft owned by the Private Flying Club.

#### B) Flying Club Ownership Requirements

The ownership of the Private Flying Club Aircraft shall be vested in the name of the Private Flying Club or owned in some measure by all its members. The property rights of the members of the Private Flying Club shall be equal based upon membership share. The Private Flying Club shall not derive greater revenue from the use of its Private Flying Club Aircraft than the amount necessary for actual operation, Aircraft Maintenance, replacement, or upgrade of its Private Flying Club Aircraft. Private Flying Club Aircraft shall not be used by members for revenue, including but not limited to rental, or by anyone for Air Charter or Lease.

#### C) Flying Club Documentation

The Private Flying Club shall register with the Airport Manager and upon request, furnish the Airport Manager with a copy of its charter, bylaws, articles of association, partnership or membership agreement(s), and/or other documentation supporting its existence, e.g., a roster or a list of officers and directors (to be revised on an annual basis), number, type and identification of Private Flying Club aircraft, evidence that ownership (included leasehold rights) 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 Airport Manager or an authorized agent thereof.

## **SECTION 11 – SPECIAL COMMERCIAL AERONAUTICAL OPERATORS**

An “Special Commercial Aeronautical Operator” provides a single-service Aeronautical Activity on the Airport that does not interface directly with the public and does not require a commensurate amount of space for public access. Examples of a Special Commercial Aeronautical Operator include, but are not limited to:

- Sightseeing Flights
- Crop Dusting
- Banner Towing and Aerial Advertising
- Fire Fighting
- Powerline or Pipeline Patrol
- Any other operation specifically excluded from FAR Part 135

Though public access or Facilities may not be required, an Operating Permit is still required for Special Commercial Aeronautical Operators. The Operating Permit and any associated agreement will further stipulate requirements and fees based on the specific nature of the permitted activities of the Special Commercial Aeronautical Operator.

## SECTION 12 – SPECIAL AIRPORT USES

- A) The Airport will be operated for the use and benefit of the public and will be open to the various types, kinds, and classes of aeronautical use for which the Airport facility is designed and intended to serve.
- B) These Minimum Standards are to be met by all users so as to provide for the safe and efficient use of the Airport and to otherwise protect the safety of persons and property both on the ground and in the air.
- C) It is understood that the landing areas are primarily intended for the use of powered aircraft whose weights are not in excess of the published strengths of the paved surfaces concerned. Operations on these surfaces by aircraft slightly in excess of the published pavement strengths may be permitted on an infrequent basis with the permission of the Airport Director.
- D) No operations involving non-powered aircraft, including gliders, balloons, parachuting, and other unusual and special classes of aeronautical activities will be permitted on the Airport without the prior written approval of the Commission.
- E) No operations involving banner towing will be permitted on the Airport without the prior written approval of the Commission.
- F) The Airport facilities will not be used for non-aviation events that would conflict with its aeronautical use.

## SECTION 13 - ENFORCEMENT

Any person violating these Minimum Standards or any other of the Airport rules and regulations may be charged with a misdemeanor in Municipal Court or, at the discretion of the Airport Director, may be deprived of the use of the Airport Facilities for such period of time as may be necessary to be effective. These Minimums Standards, the City of Rock Hill Airport Ordinance(s), and federal, state, and local rules and regulations; airport policies and procedures as may be amended from time to time will be strictly enforced. Where any requirement of these regulations differs from a similar requirement of a Lease, access agreement, code, applicable laws, or other document, the more stringent requirement shall apply.

Operating Permits, Leases, Sub-leases, and related agreements may be suspended or revoked for any of the following reasons:

- False statement(s) knowingly made in either the application or in any statement of fact by the applicant to the Airport Director or Airport Commission.
- Material or repeated violation(s) of any requirement of an Operating Permit, Lease, Sub-lease, related agreement, these Minimums Standards, and/or the City of Rock Hill Airport Ordinance(s), and federal, state, and local rules and regulations; airport policies and procedures as may be amended from time to time.
- Default in payment of fees to the Airport more than 30 calendar days or more past due.

Operating Permit suspension may be temporarily invoked by the Airport Director. Permanent Operating Permit, Lease, Sublease, and/or agreement revocation may also be invoked by the Airport Director which may seek guidance from the Airport Commission. The Airport Director will notify the Operator in writing of the upcoming consideration of any Lease or Operating Permit suspension or revocation.

## **SECTION 14 – REVIEW AND UPDATE POLICY**

The Airport reserves the right to adopt such amendments to these Minimum Standards from time to time as it determines are necessary or desirable to reflect current trends of commercial Airport activity and availability of property for Lease, for the benefit of the general public or the operation of the Airport.

Proposed updates to these Minimum Standards will be made available to current permitted Operators for review.

The official version of these Minimum Standards will be posted on the Airport's department webpage accessible from the City of Rock Hill Main Website and will be available at the Office of the Airport Director. Notwithstanding the foregoing, a copy of the then applicable Minimum Standards shall be kept onsite of the Leased Premises of all Airport Operators

## SECTION 15 - REFERENCES

Rock Hill - York County Airport Website:

[www.flyrockhill.com](http://www.flyrockhill.com)

City of Rock Hill Municipal Code – Chapter 4 Airport:

[https://library.municode.com/sc/rock\\_hill/codes/code\\_of\\_ordinances?nodeId=MUCO\\_CH4AI](https://library.municode.com/sc/rock_hill/codes/code_of_ordinances?nodeId=MUCO_CH4AI)

FAA Guidance:

[https://www.faa.gov/airports/resources/advisory\\_circulars/index.cfm/go/document.current/documentnumber/150\\_5190-7](https://www.faa.gov/airports/resources/advisory_circulars/index.cfm/go/document.current/documentnumber/150_5190-7)

[https://www.faa.gov/airports/resources/publications/orders/compliance\\_5190\\_6/](https://www.faa.gov/airports/resources/publications/orders/compliance_5190_6/)

[https://www.faa.gov/airports/aip/grant\\_assurances/](https://www.faa.gov/airports/aip/grant_assurances/)

[https://www.faa.gov/airports/resources/advisory\\_circulars/](https://www.faa.gov/airports/resources/advisory_circulars/)

Industry:

<https://www.nata.aero/data/files/nata%20news/minstdsguidefinal.pdf>

<https://www.aopa.org/training-and-safety/flight-schools/flight-school-business/newsletter/2013/march/05/a-primer-on-minimum-standards>

<http://www.trb.org/ACRP/ACRP.aspx>

## APPENDIX A

### **Insurance requirements for Commercial Aeronautical Activities at Rock Hill – York County Airport.**

Every Operator shall procure and maintain in effect continuously for the duration of its activities at the Airport, at the Operator's sole expense, insurance of the types and in at least such minimum amounts as required by the State of South Carolina, the City of Rock Hill and the Airport as further described and required by the approved Operating Permit and Lease or Sublease agreements. The following coverages are minimally required and may be amended from time to time:

- A) Commercial General Liability:
  - \$1,000,000 – Bodily Injury/Property Damage Combined Single Limit (CSL) which includes contractual liability, products/completed operations, independent contractors, fire legal and broad form property damage coverage.
  - \$2,000,000 – Aircraft Charter and Aircraft Management Operators
  - \$5,000,000 – Fixed Base Operators (FBOs)
- B) Aircraft Liability
  - \$1,000,000 – Bodily Injury/Property Damage CSL which includes passengers.
- C) Insurance in the full replacement value of all Personal Property, Equipment and Trade Fixtures on the Leased Premises.
- D) Ground and Hangar Keeper's Legal Liability (if applicable). Coverage shall be provided at a limit of liability appropriate to meet obligations of such property in Tenant's care, custody and control.
- E) Environmental Liability Insurance (if applicable). Minimum \$1,000,000 Combined Single Limit.
- F) Worker's Compensation Insurance as required by the State of South Carolina.
- G) Automobile Liability in the amount of \$1,000,000 with an aggregate of \$2,000,000. In addition, each Operator shall insure that every person, including but not limited to employees, contractors, subcontractors, agents, tenants, subtenants or invitees who shall have or be provided automobile access onto the Airport, shall procure and maintain Automobile Liability Insurance in the amount of \$1,000,000 with an aggregate of \$2,000,000, and shall provide upon demand, proof thereof.

All required insurance shall, evidenced by endorsement, include the City of Rock Hill as an additional insured. All Operators shall provide a copy of insurance certificates to the Airport Director on an annual basis which shall in full force and effect at all times, including during construction of facilities. Notice of cancellation must be made to the Airport Director at least 30 days in advance. The Airport Commission shall review these limits annually and shall make such changes as may be reasonable or necessary. The Airport Commission may adjust such limits on the recommendation of the City Risk Manager at any time or to be applicable to any operation. Where any proposed service or use is not contemplated by these Minimum Standards, the Airport Commission shall set reasonable requirements.