

**MINIMUM STANDARDS FOR COMMERCIAL
AERONAUTICAL ACTIVITIES
PANGBORN MEMORIAL AIRPORT**

DECEMBER 2017

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**MINIMUM STANDARDS FOR COMMERCIAL
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PANGBORN MEMORIAL AIRPORT**

The Port of Chelan County and the Port of Douglas County, as the joint owners of Pangborn Memorial Airport, recognizing the necessity of identifying uniform, non-discriminatory standards to ensure the safe and efficient operation of the Pangborn Memorial Airport, hereby promulgate and adopt the following Minimum Standards for the use of any land or facility on said airport.

Any current or prospective Commercial Aeronautical Operator bears the burden of reviewing and complying with both these Minimum Standards and also the Rules and Regulations, and any updates thereto, as well as the conditions of any applicable Agreement, and all applicable local, state and federal laws.

I. DEFINITIONS

As used herein, the following terms shall have the meanings indicated:

2003 JOA – This is the Joint Operating Agreement entered by the Port of Chelan County and the Port of Douglas County effective January 1, 2004, addressing the governance of Pangborn Memorial Airport, together with all amendments and addenda thereto. A copy of the 2003 JOA is available at the main office of Pangborn Memorial Airport.

Aeronautical Activity – Any activity which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

Agreement – A lease or other written agreement approved by the Board that authorizes the conduct of a Commercial Aeronautical Activity at the Airport.

Air Carrier – A Commercial Aeronautical Operator holding an operating certificate under Federal Aviation Regulation Part 121.

Air Taxi/Charter – An operator licensed by the Federal Aviation Administration to provide air transportation of persons or property for hire on a charter basis or as an air taxi operator on a scheduled, nonscheduled, or on-demand basis as defined and regulated by the Federal Aviation Administration.

Airport – The Pangborn Memorial Airport, including all of the area, buildings, facilities and improvements within the interior boundaries of such Airport as it now exists or as it may be hereafter or extended or enlarged and as depicted on a current Airport Layout Plan approved by the Federal Aviation Administration.

Airport Director – The person hired by the Board to administer and direct the operation of the Airport and to enforce and administer the Rules and Regulations and the Minimum Standards, and his/her designee, as set forth in the most current Delegation of Authority Resolution adopted by the Board, from time to time.

Airport Layout Plan –The current, FAA-approved drawing depicting the physical layout of the Airport and identifying the location and configuration of current and proposed runways, taxiways, buildings, roadways, utilities, navigational aids, etc.

Airport Security Program – The written plan concerning security at the Airport, containing the elements required by 49 C.F.R. Part 1542 and approved by the Transportation Security Administration.

AVGAS – Aviation gasoline, 100LL or equivalent, intended for use in a piston aircraft.

Board – The Governing Board of the Airport, oversees the governance of the Airport consistent with the 2003 JOA. The 2003 JOA delegates certain authority to the Port of Chelan County for management of the aviation related activities at the Airport. In addition, the Board has delegated certain authority to the Airport Director, which may be revised from time to time by the Board. *See* Article II, Section (A)(1).

Commercial Aeronautical Activity – Any commercial operation that is related to the operation of Aircraft as prescribed in these Minimum Standards for Commercial Aeronautical Activities. This does not include any commercial operation not directly related to the operation of Aircraft, *e.g.* restaurant, rental car, or other concessions. *See*, Article II, Section B.

Commercial Aeronautical Operator – An Entity conducting a Commercial Aeronautical Activity at the Airport pursuant to an Agreement with the Board.

Entity – Any person, firm, general or limited partnership, corporation, trust, association or similar entity making application for, leasing or using any land or facility at the Airport.

FAA – The Federal Aviation Administration.

Fixed Base Operator or FBO – An entity that maintains and operates facilities at the Airport for the purpose of providing commercial aeronautical services including but not limited to the retail sale of aviation fuels, aircraft line services, and aircraft airframe and engine repair and maintenance at the Airport.

Flying Club – A nonprofit or not-for-profit entity organized for the express purpose of providing its members with the noncommercial use of aircraft for their personal use and enjoyment.

Minimum Standards – shall mean the qualifications established herein, as amended from time to time by the Board setting forth the minimum requirements that must be met to conduct a Commercial Aeronautical Activity on the Airport.

Rules and Regulations – shall mean rules and regulations as may be promulgated from time to time by the Board to protect the public health, safety, interest and welfare on Pangborn Memorial Airport, and to augment the Ordinances and Resolutions pertaining to the Airport.

Specialized Aeronautical Service Operator or SASO – An entity that is authorized to provide one or a combination of Commercial Aeronautical Activities that does not include commercial fueling.

Through the Fence or TTF Operations Those activities permitted by an airport sponsor through an agreement that permits access to the public landing area by independent entities or operators offering a Commercial Aeronautical Activity or to owners of aircraft based on land adjacent to, but not part of, the airport.

Variance – The conditional grant of a modification to the Minimum Standard requirements, often for only a temporary period to address unique facts or hardships.

Waiver – The conditional grant of an exemption, or partial exemption, from one or more requirements of the Minimum Standards.

II. INTRODUCTION

A. General

1. These Minimum Standards are adopted by the Board. Except in those instances where the decision is expressly reserved to the Board pursuant to the 2003 JOA, the Minimum Standards are enforced by and through the Port of Chelan County as the manager of the aviation related activities at the Airport; provided, however, the Board expressly reserves the right to delegate any oversight, enforcement, and approval authority associated with the Minimum Standards to the Airport Director (or to his or her designee) pursuant to a separate Delegation of Authority authorized by the Board.
2. All Commercial Aeronautical Activities conducted on the Airport must be authorized in an Agreement approved by the Board, as appropriate (Agreement), and all such Agreements authorizing the use of Airport property and facilities for Commercial Aeronautical Activities shall be performed in accordance with these Minimum Standards and the Rules and Regulations.
3. In addition to the Minimum Standards, all persons on the Airport are subject to all applicable provisions of federal law, and the laws of the State of Washington and of Douglas County.
4. The privilege of using the Airport and any and all of its facilities shall be conditioned on the assumption of full responsibility and risk by the user thereof. The Board reserves the right to claim immunity from liability in connection with its operation of the Airport and to assert any other defense available.
5. These Minimum Standards cancel and supersede all previous minimum standards governing use of the Airport.
6. The invalidation of any specific minimum standards shall not affect the validity of the remainder of the Minimum Standards.

7. Except as prescribed herein or pursuant to an Agreement, the standards and requirements of the Minimum Standards are minimums and may be exceeded.

B. Covered Entities and Activities

The Minimum Standards shall apply to the following activities:

1. Any Entity proposing to conduct a Commercial Aeronautical Activity at the Airport, including Fixed Base Operators (FBOs) and Specialized Aeronautical Service Operators (SASOs).
2. The Airport, in any instance in which the Board elects to operate a Commercial Aeronautical Activity at the Airport.

C. Non-Covered Entities and Activities

1. Non-Covered Entities

The Minimum Standards shall not apply to the following entities:

- Air Carriers, with respect to the conduct of scheduled passenger operations at the Airport.
- Scheduled or non-scheduled Air Carriers companies providing service to and from the Airport, but not based at the Airport.
- An Air Taxi/Charter operator accessing the Airport for the limited purpose of picking up or dropping off passengers in an aircraft that is not based at the Airport.
- A flight instructor accessing the Airport for the limited purpose of picking up or dropping off a student pilot or conducting flight training in an aircraft that is not based at the Airport.
- An aircraft manufacturer providing parts and services at the specific request of an aircraft owner or operator pursuant to a “rapid response” or similar program to provide outsourced aircraft maintenance at a remote location.
- Flying Clubs, to the extent that they are not engaged in Commercial Aeronautical Activities, as outlined in the Rules and Regulations.

Notwithstanding the foregoing, to the extent that any Entity otherwise exempted from the Minimum Standards provides ground handling services, the standards applicable to ground handling services outlined in these Minimum Standards shall apply to those services (*see* Article VII, Section F).

2. Non-Covered Activities

The Minimum Standards shall not apply to the following activities:

- Non-commercial Aeronautical Activities, including, without limitation, individuals storing their own aircraft;
- Self-servicing and self-fueling by a tenant to the extent permitted by the Rules and Regulations; and
- Fuel Cooperative Organizations (CO-OPs). An airport sponsor is not required to permit a CO-OP to self-serve. If a sponsor does permit CO-OPs to self-serve, the CO-OP will have to observe the same minimum standards and rules and regulations applicable to all self-service activities. In addition, if self-fueling is allowed for CO-OPs, the sponsor may require the CO-OP to demonstrate joint ownership of the fuel tank and the fuel. The sponsor may also require the CO-OP to document that all personnel involved in fueling operations are adequately trained and that self-fueling is conducted only for that CO-OP business partner for which the employee actually works.

D. Prohibited Activities

1. Through-the-Fence Operations.

These Minimum Standards expressly forbid all Through-the-Fence (TTF) operations. The Board’s obligation to make the Airport available for the use and benefit of the public does not extend to providing access from adjacent property. Such TTF operations can adversely affect the ability of the Airport to sustain itself financially, result in unfair competitive situations, and contribute to loss of control with respect to Airport access.

2. Cross-Ownership.

All Commercial Aeronautical Operators have an affirmative obligation to identify if they hold or control, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) in any on-Airport commercial service provider. Consistent with the Board’s obligation to avoid granting exclusive rights, no Commercial Aeronautical Operator may hold or control such interests in more than one on-Airport commercial service provider, absent written authorization by the Board. See Section III, Section (C)(16).

3. Subleasing.

No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use. See Article V, Section (H)(2).

E. Waivers and Variances

1. Waivers.

The Board may issue a Waiver for all or any portion of the Minimum Standards for the benefit of any government or government agency providing public or emergency services, including, for example, and without limitation: law enforcement, disaster relief, search and rescue, fire prevention and firefighting.

In all other instances, the Board may approve a Waiver of the Minimum Standards upon finding that each of the following conditions is satisfied:

- The Commercial Aeronautical Operator seeking the Waiver will be the only operator on the Airport to provide a specific product, service, or facility as of the effective date of the Agreement.
- The Commercial Aeronautical Operator has agreed to come into substantial or full compliance with the Minimum Standards within a prescribed schedule, as required by the Board as a condition of granting the Waiver.
- The schedule is enforceable by the Board.
- The Waiver is needed to alleviate the financial burden of initiating a new or expanding an existing Commercial Aeronautical Activity at the Airport.
- The Board finds that the Waiver will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

In extraordinary circumstances, the Board may also grant a Waiver under circumstances that are fair and equitable when the Commercial Aeronautical Operator is unable to satisfy all of the above conditions. .

2. Variances.

The Board may approve a Variance of the Minimum Standards upon finding that each of the following conditions is satisfied:

- A special condition or unique circumstance exists that makes the application of the Minimum Standards unduly burdensome.
- The Variance is narrowly tailored to address the special condition or unique circumstance.
- The Commercial Aeronautical Operator has agreed to come into full compliance with the Minimum Standards within a prescribed schedule.
- The schedule is enforceable by the Board.
- The Variance will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport.
- The Board finds that the Variance will not materially interfere with the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users.

Any Waiver or Variance approved by the Board hereunder shall apply only to the specific Commercial Aeronautical Operator and the specific circumstance and (i) shall not serve to amend,

modify, or alter the Minimum Standards, (ii) shall have no precedential effect as to circumstances that may arise in the future on the Airport, and (iii) shall not create any rights in the specific Commercial Aeronautical Operator to be granted a Waiver or Variance in like circumstances in the future.

F. Additive Standards and Conflicts

Except as otherwise specifically provided herein, Commercial Aeronautical Operators must meet every minimum standard for every authorized Commercial Aeronautical Activity.

In the event of conflicting Minimum Standards, the Commercial Aeronautical Operator will be required to satisfy the higher or more demanding standard. In the event of a conflict between the Agreement and the Minimum Standards, the terms of the Agreement shall apply.

The Board may permit a SASO conducting multiple Commercial Aeronautical Activities to satisfy a Minimum Standard that is less than the sum of the standards for each Commercial Aeronautical Activity, if the Board finds that each of the following conditions is satisfied:

- The off-set will not affect the Commercial Aeronautical Operator's ability to provide high quality products, services and facilities to Airport users in keeping with the policies hereof.
- The off-set will not create an unfair competitive relationship among Commercial Aeronautical Operators at the Airport.

An off-set granted pursuant to this provision shall not constitute a Waiver or Variance as provided in Section E above.

III. APPLICATIONS FOR COMMERCIAL AERONAUTICAL LEASES

Applications for permission to conduct any Commercial Aeronautical Activity on the Airport, with the necessary permits and licenses shall be made to the Airport Director. The Airport Director shall thereafter present the application to the Board. The applicant shall submit all information and material necessary, or requested by the Board, to establish to the satisfaction of the Board that the applicant will qualify and will comply with these rules and regulations. The application shall be signed and submitted by a party owning an interest in the business, or the individual who will be managing the business, or partner of a partnership, or a director or an officer of a corporation.

A. Statement of Interest

The Board will not accept or take action on a request to conduct a Commercial Aeronautical Activity at the Airport until after the proposed lessee submits a Statement of Interest in writing which provides: (1) a general overview and scope of the proposed Commercial Aeronautical Activity(ies), including the general area in which the proposed activity(ies) shall occur; and (2) appropriate contact information, including the name, mailing address, email address and telephone number of the applicant.

B. Notice / Procurement

Upon receipt of a statement of interest, or on its own initiative, the Board may authorize a request for qualifications or proposals or otherwise select a Commercial Aeronautical Operator through a competitive solicitation. In such event:

1. The Board shall issue a Request for Qualifications or a Request for Proposals in a manner consistent with then-applicable local and Federal procurement requirements to determine whether any other Entity is interested and qualified to perform the same or similar Commercial Aeronautical Service.
2. The Board shall accept responses for a reasonable time period so as not to unreasonably delay consideration of any pending applications.

In the discretion of the Board, all other Entities then conducting Commercial Aeronautical Activities on said Airport who, in the opinion of the Board, would be directly affected by the approval of a Commercial Aeronautical Service pursuant to a Request for Qualifications or Proposals, may also be notified of the filing of such statement of interest and the time and place of the Board meeting to consider the same.

C. Written Application

If the Board elects to issue a Request for Qualification or Request for Proposals, it will request a written application from interested parties. If not, the Board will only request a written application from just the initial applicant. The written application shall be in the form prescribed by the Airport Director, or, in the absence of a form, shall include the information listed below and any such additional information as may be requested by the Board or the Airport Director.

Upon the consideration of the application, the Airport Board shall determine whether or not the applicant meets the standards and qualifications as herein set out and whether or not such application should be granted in whole or in part, and if so, upon what terms and conditions.

Information for Written Application:

1. The name and address of the applicant.
2. Comprehensive listing of the scope of the proposed Commercial Aeronautical Activity(ies).
3. Map, to scale, of the amount, configuration, and location of the land requested or desired to be constructed or leased.
4. The names and the qualifications of the personnel to be involved in conducting such activity(ies).
5. The financial responsibility and ability of the applicant to perform and provide the activity(ies) sought for a minimum of five (5) years. The Board shall be the sole judge of what constitutes adequate financial capacity.
6. The tools, equipment, services and inventory, if any, proposed to be furnished in connection with such activity(ies), including the number, type(s) and basing of aircraft to be provided/maintained (as applicable).
7. Copies of the necessary certificates from the FAA or other authority where the same are required for the activity proposed, or demonstration that the applicant can reasonably obtain such approvals.
8. The requested or proposed date for commencement of the activity(ies) and the term of conducting the same.
9. The size and position of the building(s) to be constructed or leased and the proposed design and terms for the construction of any additional space and the ownership, leasing or sub-leasing thereof. The estimated cost of any structure(s) or facility(ies) to be furnished, the proposed specifications for same, and the means or method of financing such constructions or acquisition of facilities.
10. The specific types and amounts of insurance proposed in accordance with minimum requirements for the activity(ies).
11. Names and financial statement(s) of proposed guarantor(s) for the Agreement, if appropriate.
12. Proforma operating statement for first year.
13. Identification of any and all bankruptcies relating to the applicant and the applicant's principles.

14. Disclosure of any and all documented violations by the applicant and/or the applicant's principals of FAA regulations.
15. A preliminary safety and emergency response plan for the proposed Commercial Aeronautical Activities, if applicable.
16. Disclosure if any Entity holding or controlling, directly or indirectly, any ownership, voting, management or debt interests (actual or contingent) ("cross-ownership") in any on-Airport commercial service provider (aeronautical or non-aeronautical) is involved in the ownership or management of the potential operator, provide complete information about the extent and nature of such cross-ownership.

D. Supporting Documents

If requested by the Board, the applicant shall submit the following supporting documents to the Board, together with such other documents and information as may be requested by the Board:

1. Financial Statement. A current financial statement certified by a Certified Public Accountant.
2. Assets. A written listing of the assets owned or being purchased which will be used in the operation of the business on the Airport.
3. Credit Report. A current credit report covering all areas in which the applicant has done business during the past ten years.
4. Authorization for Release of Information. A written authorization for the FAA and all aviation or aeronautic commissions, administrators, or department of all states in which the applicant has engaged in aviation business to supply the Board with all information in their files relating to the applicant or his operation. The applicant shall execute such forms, releases and discharges as may be requested by any of these agencies.

IV. REVIEW OF APPLICATION

In reviewing an application, any of the following reasons shall be grounds for denial of that application:

1. Not Qualified. The applicant for any reason does not meet the established qualifications, standards and requirements.
2. Safety Hazard. The applicant's proposed operations or construction will create a safety hazard on the Airport.
3. Board Expenditure. The granting of the application will require the Board to spend airport revenue or public funds, or to supply labor or materials in connection with: the proposed operations to an extent which or at a time when the Board is unwilling to enter into such arrangement; or, the operation will result in a financial loss to Pangborn Memorial Airport.
4. Availability. There is no appropriate, adequate or available space or building on the Airport to accommodate the entire activity of the applicant at the time of the application.
5. Non-Compliance with Airport Layout Plan or Airport Master Plan. The proposed operation or Airport development or construction does not comply with the Airport Layout Plan or current Airport Master Plan.
6. Congestion. The development or use of the area requested by the applicant will result in depriving existing Fixed Base Operators of portions of the area in which they are operating; or will result in a congestion of aircraft or buildings; or will result in unduly interfering with the operations of any present Fixed Base Operator on the Airport through problems in connection with aircraft traffic or service, or preventing free access to the Fixed Base Operator's area.
7. Misrepresentation. Any party applying, or interested in the business has, either intentionally or unintentionally, supplied the Board with any false information or has misrepresented any material fact in his application or in supporting documents or has failed to make full disclosure on his application or in supporting documents.
8. History of Violations. Any party applying, or interested in the business has a record of violating these Minimum Standards, the rules and regulations of this or any other airport, or the Federal Aviation Administration regulations.
9. Defaulted Performance. Any party applying or interested in the business has defaulted in the performance of any Agreement with the Board.
10. Poor Credit Report. Any party applying for, or interested in the business has a credit report which contains derogatory information and who does not appear to have satisfactory business responsibility and reputation.
11. Lack of Finances. The applicant does not appear to have, or have access to, the finances necessary to conduct the proposed operation for a minimum period of six months. (For

example, the applicant lacks the ability to post performance bond equal to six months' rental.)

12. Undesirable Reputation. Any party applying for, or interested in the business has been convicted of any crime or violation of any ordinance of such nature that it indicates to the Board that the applicant would not be a desirable operator on the Airport.
13. Environmental Considerations. The protection of the health, welfare, or safety of the inhabitants of Douglas and Chelan Counties require such denial.
14. FAA Determination. The FAA has determined that any proposed development would constitute an obstruction or hazard to air navigation.
15. Other. Denial of the application is otherwise appropriate because it would cause the sponsor to be in violation of applicable federal, state or local obligations.

In addition, in considering every application for establishing aeronautical activities, the Board shall give due consideration to whether or not such proposed activity would be wasteful or uneconomical duplication of facilities or detrimental to the public interest.

V. STANDARD REQUIREMENTS FOR ALL COMMERCIAL AERONAUTICAL ACTIVITIES

The following performance standards apply to all Commercial Aeronautical Operators and Commercial Aeronautical Activities. Additional standards specific to FBOs and SASOs can be found in Sections VI and VII of these Minimum Standards.

A. Capability/Experience.

Every applicant for permission to conduct any Commercial Aeronautical Activity(ies) at the Airport shall satisfy the Board that such applicant has:

1. A history of management and personnel ability in conducting the same or similar or comparable type of service or activity in a good and workmanlike manner.
2. The financial responsibility and technical ability to provide facilities and services proposed.
3. The capability of consistently providing the required products, services and facilities and engaging in the required Commercial Aeronautical Activities in a safe, secure manner in service to and to the benefit of the general public.

B. Agreement Requirements.

1. General.

An Agreement is a prerequisite to providing any Commercial Aeronautical Service on the Airport. Upon the approval of any application for a Commercial Aeronautical Activity at the Airport, the Board shall cause to be prepared an Agreement setting forth the terms and conditions of proposed activity(ies). Commercial Aeronautical Operator shall pay the Airport a non-refundable application fee, the amount of which shall be set periodically by the Board, simultaneously with submitting an application. It is the intention of the Board that the total costs of operation, overhead and maintenance costs be borne by the Commercial Aeronautical Operator, and that no costs be incurred by the Airport. Title to any improvements is to vest in the Airport upon completion of the work, subject to rights of mortgagee, unless separately addressed in an Agreement.

The failure to remain current in the payment of any and all rents, fees, charges, pass-through expenses, and other sums due and owing to the Airport shall be grounds for termination of the Agreement for Commercial Aeronautical Activities at the Airport.

2. Agreement Terms.

The Agreement with the Board must recite the terms and conditions under which the Commercial Aeronautical Operator will do business on the Airport, including but not limited to, the term of Agreement, the rentals, fees, and charges, the rights, privileges and obligations of the respective parties, and other relevant covenants.

Term lengths will be determined by the Board depending upon such factors as the degree of investment made by the prospective tenant, the remaining value of such improvements at the end of the proposed lease or contract term, and requirements of federal law.

Agreements for Commercial Aeronautical Activities shall contain or reference all provisions required by the Federal Aviation Administration as a condition of any Federal Grant to the Airport and shall also incorporate these Minimum Standards and the Rules and Regulations by reference.

C. Insurance Requirement.

1. All Commercial Aeronautical Operators at the Airport shall maintain insurance policies and coverage limits that are relevant and appropriate to the activities conducted at the Airport, including indemnity insurance or bond to protect and hold the Airport, and its Board, employees, agents and assigns harmless from any liability in connection with the conduct of the activity proposed.
2. Each Commercial Aeronautical Operator shall maintain insurance throughout the term of the Agreement. The applicable insurance coverage shall be in force during the period of any construction of the Commercial Aeronautical Operator's facilities and/or prior to its entry upon the Airport for the conduct of its business. Lapses in insurance coverage may result in denial of access to the Airport and/or termination of the Agreement.
3. Any Commercial Aeronautical Operator, who by nature of its size, has become self-insured, shall furnish evidence of such self-insurance and shall hold the Airport, its Board, employees, agents and assigns harmless in the event of any claims or litigation arising out of its operation on the Airport.
4. Each Commercial Aeronautical Operator will provide a Certificate of Insurance listing the Airport as an additional insured. This obligation shall not apply to any workers' compensation policy. Each insurance policy, except workers' compensation, shall cover both bodily injury and property damage. Each policy shall be primary and non-contributory. Each policy, except a workers' compensation policy, shall insure the defense and indemnity obligations assumed by the Commercial Aeronautical Operator under an Agreement. It shall be the Operator's responsibility to pay any retention or deductible for the coverages required herein and in the Agreement. Insurance shall be secured by a company authorized to conduct business in the State of Washington. Insurance policies must include a requirement that a 30-day notice of cancellation, material change or non-renewal will be sent to the Airport Director.
5. In requiring Commercial Aeronautical Operators to maintain insurance hereunder, the Board in no way assumes liability for injury and damage occurring on or in connection with the Airport, and the Board reserves the right to claim any defense or immunity available under law.
6. The precise insurance types and limits required by the Board will be prescribed in the Agreement and will be set based upon the circumstances and the risks presented by the proposed Commercial Aeronautical Activity. In prescribing insurance coverage types and limits, the Board is not representing or guaranteeing that the types and limits are adequate

to protect the Commercial Aeronautical Operator's interests and liabilities. It is understood that the specified amounts of insurance stated herein or in an Agreement shall in no way limit the liability of a Commercial Aeronautical Operator.

7. The Board reserves the right to review insurance requirements during the term of the Agreement and to make reasonable adjustments to required types of insurance coverage, limits and exclusions when deemed necessary and prudent by the Director based upon changes in statutory law, court decisions, the claims history of the industry or financial considerations of the insurance company and/or the Commercial Aeronautical Operator. The Airport is audited by an independent insurance auditor on a frequent basis and they recommend insurance coverage amounts for different types of Airport businesses.

D. Compliance.

1. Federal, state and local requirements.

Commercial Aeronautical Operators must comply with all federal, state and local requirements applicable to their operations, including, but not limited to, the Airport Rules and Regulations and grant assurances applicable to the Airport. Without limiting the foregoing, Commercial Aeronautical Operators must comply with the following specific requirements, as they now exist or are hereafter amended:

- Airport Access and Security. Commercial Aeronautical Operators are to comply with the Airport Security Program; laws, regulations, orders and directives of Transportation Security Administration (TSA), as each may be amended; instructions of law enforcement personnel; and the policies, orders and directives of the Board in furtherance of the Airport Security Program. Commercial Aeronautical Operators are responsible for their employees', vendors', and agents' compliance with the Airport Security Program.
- Safety. Commercial Aeronautical Operators are to comply with federal, state and local law applicable to workplace and aviation safety; and the orders and directives of the Airport Director in furtherance of any FAA-required Safety Management System or similar or related program at the Airport designed and intended to enhance safety.
- Environmental. Commercial Aeronautical Operators are to comply with all applicable federal, state and local environmental laws; orders and directives of a federal or state agency with requisite jurisdiction over environmental conditions at the Airport; the Airport environmental policies and procedures, including, for example, and without limitation, Spill Prevention Countermeasures and Control Plan, Stormwater Management Plan, and generally accepted industry environmental policies and standards.

2. Licenses, Permits, Certifications and Regulations.

Commercial Aeronautical Operators shall, at their own cost, obtain, maintain, and comply with all necessary licenses, permits, certifications, or ratings required for the conduct of their activities at the Airport. Upon request, the Commercial Aeronautical Operator shall provide copies of such licenses, permits, certifications, or ratings to the Airport Director.

E. Facilities, Maintenance and Equipment.

1. Commercial Aeronautical Operators shall lease an area of adequate and appropriate size, shape, and location to provide for its activities/services and operations.
2. All structures shall meet appropriate building and fire code requirements as determined by the jurisdiction responsible for enforcing building and fire codes.
3. All building maintenance, repair and replacement of non-Airport-owned facilities shall be the Commercial Aeronautical Operator's responsibility.
4. Absent a provision in the Agreement establishing a different standard or requirement, the following provisions shall apply:
 - A. For Airport-owned facilities, structural and external repairs (except for windows and hangar doors) shall be the Airport's responsibility; all other maintenance, including repair of windows and hangar doors, shall be the Commercial Aeronautical Operator's responsibility.
 - B. Commercial Aeronautical Operators shall be responsible for trash removal, sewage, grass mowing, landscape maintenance (including weed removal), utility line maintenance, and pavement maintenance within its leased premises, including the set-back areas around structures. The piling and storage of crates, boxes, barrels, containers, refuse, and surplus property shall not be permitted.
 - C. Commercial Aeronautical Operators shall maintain all premises in a clean, sanitary condition and at the expiration of the lease term shall return said premises to the Board in this condition, reasonable wear and tear excepted.
 - D. Each FBO and SASO shall provide for sanitary handling and disposal, away from the Airport, of all trash, waste and other materials, including but not limited to used oil, solvents, lavatory cart contents and other waste. The piling or storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
5. If painting operations are contemplated, the Commercial Aeronautical Operator shall provide a separate paint shop that meets all applicable safety requirements.
6. Unless otherwise stated in the applicable Agreement, FBOs and SASOs are responsible for the removal of snow and ice within their leased premises. All snow removal activities shall be conducted in adherence with the approved Airport Snow and Ice Control Plan and shall be coordinated with Airport operations personnel.
7. All paving and other construction shall be permanent and fire resistant and shall be compatible with the design, material and landscaping of the basic structures of the Airport.
8. Detailed plans and specifications of all construction and architectural design shall require the written approval of the Board before any consideration takes place.

9. Commercial Aeronautical Operators must own, lease, or otherwise have access to the equipment to provide the applicable aeronautical services promptly on demand without causing any flight delays or other operational impacts on aircraft at the Airport.
10. Commercial Aeronautical Operators shall make all reasonable efforts to keep equipment operable, maintained in a safe operating condition, and capable of providing all required products and services at the hours and in a manner consistent with their intended use.
11. All vehicles operating at the Airport shall comply with recurrent federal training requirements, applicable FAA and TSA transportation requirements, applicable Airport Rules and Regulations governing vehicles and traffic.

F. Personnel

1. Commercial Aeronautical Operators must provide high quality customer service by meeting or exceeding Airport customer needs through consistent, responsive, and professional service.
2. A list of contacts shall be supplied to the Airport Director including after-hours phone numbers. This list shall be updated when any change occurs.
3. Commercial Aeronautical Operators must control the conduct and demeanor of their personnel, agents, subcontractors, and subtenants, as well as conduct their business operations in a safe, orderly, efficient and proper manner so as not to unreasonably disturb or endanger any Airport customers, tenants or other operators. Commercial Aeronautical Operators are also responsible for the compliance of their personnel, agents, subcontractors and subtenants with the Airport Security Program.

G. Notice and Reporting

1. Commercial Aeronautical Operators must submit to the Airport Director new, updated or amended FAA certificates and ratings applicable to the Commercial Aeronautical Operator, its employees or contractors annually when received.
2. Upon hiring new employees for positions requiring FAA certificates of ratings, all Commercial Aeronautical Operators must file said certificates of ratings with the Airport Director within two weeks of hiring the employee.
3. Commercial Aeronautical Operators must provide written notice to the Airport Director within two weeks after any revocation of or change to any certificate or ratings, or any other penalties by FAA against the certificate holder.
4. Commercial Aeronautical Operators shall provide the Airport Director with three weeks advance notice of its intention to start up or discontinue a Commercial Aeronautical Activity authorized under its Agreement. However, if said start-up or discontinuation is not permitted or authorized under the Agreement, an amendment to the Agreement is required prior to the initiation or discontinuance of said use and a formal procurement process (*i.e.*, a Request for Proposals or a Request for Qualifications) may be required.

H. Subcontracting, Subleasing and Assignment

The Board or Airport Director, as appropriate, must provide written approval for any sublease, assignment or subcontracting for the provisions of commercial services, products and services at the Airport.

1. Subcontracting.

Commercial Aeronautical Operators are prohibited from subcontracting absent extraordinary circumstances and written approval from the Airport Director. However, this prohibition does not apply with respect to an FBO or SASO's contractual relationship with individual independent contractors or temporary employees.

2. Subleasing.

Commercial Aeronautical Operators are permitted to sublease space to another Commercial Aeronautical Operator to perform one or more Commercial Aeronautical Activities, provided that the following conditions are met:

The Commercial Aeronautical Operator must carry insurance for its sublessee or provide a certificate of insurance which shows the sublessee and the Airport as additional insured, in amounts commensurate with the services provided by the sublessee. No Entity shall conduct a Commercial Aeronautical Activity as a lessee or sublessee of Airport property that is leased or designated for a non-commercial use, including, for example, and without limitation, a hangar leased for private, non-commercial use. *See* Article II, Section (D)(3).

3. Assignment.

Prior to granting consent for any assignment, the Board may require the prospective assignee to complete an application or submit the information prescribed in Section III (Applications for Commercial Aeronautical Leases) hereof. The Board may reject the request to assign the Agreement based on the factors enumerated in Section IV hereof.

VI. MINIMUM STANDARDS FOR FIXED BASE OPERATORS (FBOS)

In addition to meeting the requirements enumerated above, every Entity operating as a Fixed Base Operator shall comply with the following requirements, unless the Airport has exercised its proprietary right to be the exclusive provider.

A. Land and Improvements

1. The minimum ground leased shall be 80,000 sq. ft.
2. The minimum facilities shall be:

Hangar: 10,000 sq. ft.

Paved Apron: 40,000 sq. ft.

Auto Parking: 10,000 sq. ft.

Office Space: Adequate to house office, pilots' lounge, restrooms facilities and appropriate shop areas.

B. Personnel:

1. FBO Manager.

There shall be a full-time, on-site general manager. The individual managing the operations of an FBO shall have at least three (3) years' experience in the business, having been engaged in the business of an FBO on an airport of comparable size, facilities and activity as the Airport.

2. Staffing.

The Fixed Base Operator shall provide an on-site general manager. Additional requirements for staffing shall be dictated in the Agreement

All FBO aircraft fuel handing personnel shall be fully trained in the safe and proper handling, dispensing, and storage of aircraft fuel. Acceptable training shall be any training program approved by the FAA. The Board shall enforce spill training in accordance with the applicable Spill Prevention Countermeasures and Control Plan. Records identifying completed training programs shall be kept on file and submitted to the Airport Director upon demand.

Within 5 years of commencing operation or the adoption of these Minimum Standards, whichever occurs later, FBOs must have available at the Airport at least one FAA-certified airframe and power plant mechanic 8 hours per day, 5 days per week and on call by readily accessible means after normal business hours.

C. Services

Each FBO shall provide the following services and comply with the specified standards for performance of each of those services.

1. Line Services

(a) Hours of Service

The FBO must have available properly trained line personnel on duty at least 60 hours a week, and on call by readily accessible means at other hours during the day or night, or at such hours as specified by the Board. The Fixed Base Operator must maintain staffing in levels sufficient to accommodate customer traffic and demand for the specified services.

(b) Services:

The Fixed Base Operator shall provide basic line services, including, at a minimum:

- Ramp assistance (within the leased premises)
- Aircraft servicing
- Disabled aircraft assistance
- Loading, unloading and towing
- Aircraft maintenance

(c) Equipment

The FBO must maintain adequate equipment to provide all required line services and all staff shall be properly trained to manage such equipment.

2. Fueling

This subsection applies unless the Airport has exercised its proprietary right to be the exclusive provider, the following standards shall apply.

(a) Hours of Service

The FBO must have available properly trained personnel on duty at least eight (8) hours of every calendar day, five (5) days a week, and on call by readily accessible means during weekends and on weekdays at other hours during the day or night, or at such hours as specified by the Board. The Fixed Base Operator must maintain staffing in levels sufficient to accommodate customer traffic.

(b) Services

The FBO shall provide sales of fuel and lubricants, and into plane delivery of aviation fuels, lubricants and other related petroleum products. The FBO maintain an adequate inventory of: (1) aviation fuel and a standard jet fuel; and (2) generally accepted grades of aviation engine oil and lubricants.

(c) Equipment

The Fixed Base Operator must maintain proper mobile fuel dispensing equipment to service appropriate types of aircraft.

All fuel handling and dispensing on the Airport shall comply with applicable federal requirements and applicable provisions of the Rules and Regulations. In conducting refueling operations, the FBO shall install and use adequate grounding facilities at fueling locations to eliminate the hazards of static electricity and shall provide approved types of fire extinguishers or other equipment commensurate with the hazard involved in refueling and servicing aircraft and such additional regulations that might be hereafter specified by any federal, state, county or city agency.

3. Customer and Passenger Services

The Fixed Base Operator shall provide a conveniently located heated and air-conditioned lounge or waiting room for passengers and airplane crews of itinerant aircraft together with sanitary restrooms and restaurant or appropriate vending machines.

The FBO shall furnish all services authorized or approved by the Board on a fair and non-discriminatory basis to all users and shall charge fair and reasonable rates for each unit of service. The FBO may make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers, if permitted by law.

VII. MINIMUM STANDARDS FOR SPECIALIZED AERONAUTICAL SERVICE OPERATORS (SASOS)

A. Minimum Standards for all SASOs:

In addition to meeting the requirements of Paragraph V above, every Specialized Aeronautical Service Operator shall comply with the following minimum requirements of this Paragraph A as well as any applicable standards for the relevant Commercial Aeronautical Services provided.

1. Land and Improvements.

SASOs shall construct, lease, or sublease an area that is adequate to erect a building with sufficient floor space to accommodate its operations. This floor space shall be used to house all equipment and provide for aircraft storage, offices, restrooms, customer lounges, telephone facilities, or other uses necessary to the SASO's operations.

SASOs shall construct, lease, or sublease sufficient: (1) paved onsite automobile parking space with accommodations for automobiles; and, where appropriate, (2) a paved aircraft apron to accommodate the SASO's services and operations.

2. Hours of Operation.

Each SASO shall have its premises open and services available on an as needed basis sufficient to meet the needs of its users. Unless otherwise specified herein, specific terms shall be identified in each Agreement.

3. Personnel.

Each SASO shall employ and have on duty sufficient staff to meet the Minimum Standards for each Commercial Aeronautical Activity provided. A staffing plan shall be submitted to the Airport Director for reference. Unless otherwise specified herein, specific terms shall be identified in each Agreement.

Each SASO shall provide the Airport Director with a point-of-contact, including telephone numbers, for personnel empowered to make decisions in emergency situations.

SASOs shall hold all licenses and certifications required to perform each Commercial Aeronautical Activity provided.

The SASO shall provide, by means of an office or a telephone, a point of contact for the public desiring to utilize the SASO's services.

4. Prohibited Activities.

The sale of fuel by SASOs is prohibited.

B. Air Charter and Taxi Service

1. Personnel

Personnel requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

2. Land and Improvements

Commercial Aeronautical Operators conducting an Air Charter and/or Air Taxi service shall construct, lease, or sublease an area that is adequate to erect a hanger providing a minimum of 4,500 square feet.

3. Services and Equipment

Commercial Aeronautical Operators conducting an Air Charter and/or Air Taxi service shall be required to provide the following:

- Passenger lounge, restroom and telephone facilities.
- Adequate table, desk or counter for checking in passengers, handling ticketing or fare collection, handling of luggage.
- Sufficient properly certificated aircraft with properly certificated and qualified operating crew.

C. Aircraft Engine and Airframe Maintenance and Accessory Sales

1. Personnel

All Commercial Aeronautical Operators operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

- At least one FAA certificated airframe and power plane mechanic available during 8 hours of the day, 5 days per week and on call by readily accessible means at other hours during the day or night, or at such hours as specified by the Board.

2. Land and Improvements

Land and improvement requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

3. Services and Equipment.

All Commercial Aeronautical Operators operating aircraft engine, airframe and accessory maintenance facilities to the public for hire shall provide:

- In case of airframe and/or engine repairs, a minimum of 4,500 square feet of hangar space to house any aircraft upon which such service is being performed.
- Sufficient inside and/or outside storage space for aircraft awaiting repair or maintenance or delivery after repair and maintenance have been completed, other than major repairs or alterations of less than 24 hours duration.
- Adequate shop space to house the equipment and adequate equipment as required to perform repairs.
- Facilities for washing and cleaning aircraft if operator engages in said business.

D. Aircraft Rental and Sales

1. Personnel

Personnel requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

2. Land and Improvements

Land and improvement requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

3. Services and Equipment

Commercial Aeronautical Operators conducting an aircraft rental and sales activity shall provide:

- Sufficient office space for consummating sales and/or rentals and the keeping for proper records in connection therewith.
- Adequate storage space for at least two (2) aircraft to be used for sales or rental.
- For rental, at least two airworthy aircraft suitably maintained and certificated.
- Adequate facilities for servicing and repairing the aircraft or satisfactory arrangements with other operators licensed on the Airport for such service and repair.
- The minimum stock of readily expendable spare parts, or adequate arrangements for securing spare parts required for the type of aircraft and models sold.
- Current up-to-date specifications and price lists for types and models of new aircraft sold.
- Proper check lists and operating manuals on all aircraft rented and adequate parts catalogue and service manual on new aircraft sold.

E. Agricultural Operations

1. Personnel

Personnel requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

2. Land and Improvements

Land and improvement requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

3. Services and Equipment

Commercial Aeronautical Operators conducting crop dusting or spraying of agricultural chemicals shall provide:

- Properly certificated aircraft suitably equipped for the agricultural operation undertaken.
- Sufficient arrangements for servicing, repairing, storing and parking its aircraft, with adequate safeguards against spillage on runways and taxiways or pollution or disbursement of chemicals by wind to other operational areas on the Airport.
- Sufficient arrangements for the safe storage and containment of noxious chemical materials; no poisonous or inflammable materials shall be kept or stored in close proximity to other facility installations at the Airport.
- Adequate provisions for the storage and disposal of hazardous materials, as necessary, and will comply with any and all federal, state, and local laws and regulations concerning the use, storage, or disposal of such hazardous materials.

F. Commercial Ground Handling Services:

1. Personnel

A Commercial Aeronautical Operator providing ground handling services to commercial airlines, charters, or other aircraft owner/operator that is conducting commercial passenger service shall provide sufficient numbers of staff who are qualified and fully trained to perform the respective functions, including a full-time qualified on-site representative, responsible for the conduct of day-to-day operation and the handling of each flight.

2. Land and Improvements

Land and improvement requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

3. Services and Equipment

A Commercial Aeronautical Operator providing ground handling services to commercial airlines, charters, or other aircraft owner/operator that is conducting commercial passenger service shall:

- Maintain an office at the Airport suitably located and adequate to conduct its business.
- Provide ground handling services in accordance with FAA Advisory Circular 00-34A, Aircraft Ground Handling and Servicing, as the same may be amended or superseded.
- Provide two or more of the following services:
 - Ramp services, including supervision, marshaling, aircraft start-up, moving/towing aircraft, and safety measures.
 - On-ramp aircraft services, including wheel and tire check, ground power supply, deicing and anti-icing, cooling/heating, toilet servicing, potable water, demineralized water, routine maintenance, and cleaning of cockpit windows, wings, nacelles and cabin windows.
 - Ramp services to airlines, including cleaning, catering, minor servicing of cabin fittings, alteration of seat configuration, external ramp equipment, passenger steps, catering loaders, baggage handlers, cargo loaders, mail and equipment loading.
 - In-terminal services, including ticketing, processing, loading and unloading of passengers, baggage, cargo, property, express packages and mail.
 - Provide service in accordance with a written operating agreement with an Air Carrier, prepared in conformance with or containing equivalent terms as the Standard Ground Handling Agreement published by the International Air Transport Association.

G. Flight Training

1. Personnel

All Commercial Aeronautical Operators conducting flight training and instruction activities shall provide:

- At least one full-time, properly-certificated pilot to provide flight instruction for single engine land airplanes and to provide such related ground school instruction as is necessary and preparatory to taking a written examination and flight check ride for the category or categories of pilots' licenses and ratings involved.

2. Land and Improvements

Land and improvement requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

3. Services and Equipment

All Commercial Aeronautical Operators conducting flight training and instruction activities shall provide:

- At least one dual equipped single engine land aircraft properly equipped and maintained for flight instruction and such additional types of aircraft as may be required to give flight instruction of the kind advertised.
- Adequate office and classroom space students with proper restroom and seating facilities.
- Adequate teaching aids necessary to provide proper ground school instruction.
- Continuing ability to meet certification requirements of the FAA for the flight training proposed.
- Adequate facilities for storing, parking, servicing, and repairing all its aircraft or satisfactory arrangements with other operators licensed or otherwise permitted on the Airport for such services.

H. Hangar Keepers:

1. Personnel

Personnel requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

2. Land and Improvements

Land and improvement requirements will be addressed in the specific Agreement with the Commercial Aeronautical Operator.

3. Services and Equipment.

A Commercial Aeronautical Operators engaging in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall:

- Ensure that facilities that are constructed are in accordance with plans and specifications as approved by the Airport.
- Require all tenants who sublease space to have an executed Agreement with the Commercial Aeronautical Operator prior to occupancy, the form of which provides adequate indemnification protection for the Airport. A copy of the standard sublease form must be approved by the Airport in writing prior to commencement of leasing activities.
- Ensure that hangar tenants perform no maintenance within the hangar other than: (1) hangar tenants performing preventive maintenance on their own aircraft, utilizing their own employees, to the extent permitted in 14 C.F.R. § 43.7 (federal regulations regarding the specific persons authorized to approve aircraft or component parts for return to service after maintenance, preventive maintenance, rebuilding, or alteration); or (2) other

maintenance permitted by FAA's final policy on the non-aeronautical use of airport hangars.

- Ensure that hangar cooperatives shall not provide fuel services to the members of the cooperative or to the public.
- Ensure that hangar space is used for aeronautical purposes and that, to the extent that non-aeronautical items are stored in a hangar, those items are either incidental to aeronautical use consistent with then-current FAA policy, or the non-aeronautical use has been approved by FAA.

In addition, Commercial Aeronautical Operators engaged in the business of renting and leasing hangar storage space to aircraft owners or operators solely for aircraft storage purposes shall comply with the following:

- No individual fuel facilities will be allowed. Owners of hangars may operate their own fuel truck, but purchase of fuel must be made from an existing Fixed Base Operator by contract.
- Taxiway improvements to the site will be borne by the proponent.
- No individual fuel facilities will be allowed. Owners of hangars may operate their own fuel truck, but purchase of fuel must be made from an existing Fixed Base Operator by contract.

I. Specialty Shops and Other Aeronautical Functions

Specialty shops such as engine overhaul, accessory overhaul, prop shops, instrument shops, radio shops, etc., are encouraged to be tenants of existing operators. However, special requirements will be studied by the Board on an individual basis.

The proposed Commercial Aeronautical Operator of a specialty shop shall meet the general requirements in applicable to SASOs in these Minimum Standards. The Board shall determine whether the proposed Commercial Aeronautical Operator shall be subject to any additional requirements.

VIII. AMENDMENT TO STANDARDS

The Board shall review the Standards for conducting aeronautical activities from time to time and shall recommend such revisions or amendments as shall be deemed necessary under the use circumstances surrounding the Airport to properly protect the health, safety and interest of the Board and the public. Upon approval of any such amendments, the operators of aeronautical activities secured hereunder shall be required to conform to such amended standards.