

**CARTERET COUNTY-BEAUFORT AIRPORT AUTHORITY
MICHAEL J. SMITH FIELD, BEAUFORT, N.C.
RULES, REGULATIONS AND MINIMUM STANDARDS**

The Carteret County-Beaufort Airport Authority of Carteret County, North Carolina (**Owner**) hereby adopts and approves the following rules, regulations and minimum standards for the operation and use of Michael J. Smith Field (**Airport**) located at Beaufort, North Carolina.

SECTION 1

Unless from the context a different meaning is apparent as used in these regulations, the terms hereinafter used shall be defined as follows:

- **Airport** – shall mean the Michael J. Smith Field (KMRH).
- **Airport Manager** – shall mean the officer or representative of the **Owner** having immediate charge of the **Airport**.
- **FAA** – shall mean the Federal Aviation Administration.
- **Limited Fixed Base Operator** – shall mean a **PersonUser** meeting these minimum standards and providing specified aeronautical services to the general public under a lease arrangement with the **Owner**.
- **Full Fixed Base Operator** – shall mean a **User operating under a license to provide FBO services to the Authority. Only a full Fixed Base Operator may operate a fuel dispensing facility and provide sales of aeronautical fuels to the general flying public. (see section 8.2 & 8.3)**
- **Normal Business Hours** – shall mean from 9:00 a.m. to 5:00 p.m., Monday through Friday excepting legal holidays, unless otherwise specified by the **Owner**.
- **Owner** – shall mean the Carteret County-Beaufort Airport Authority.
- **PersonUser(s)** – shall mean an individual, partnership, firm, association, ~~or~~ corporation, or limited liability company.

SECTION 2

The **Airport Manager** shall at all times have the authority to take such reasonable action as may be necessary to enforce these regulations and to efficiently manage the **Airport** and its operations.

SECTION 3

- 3.1 The **Owner** has the right to and does hereby regulate all commercial enterprise using the **Airport**, whether such operation is aeronautical or non-aeronautical in nature. No commercial operation of any kind or type shall be conducted on the **Airport** unless specifically authorized (licensed) by the **Owner**. Said licenses shall be issued at the sole discretion of the **Owner**.

3.2 A Flying Club is recognized as a plan for the joint ownership of aircraft and the fair distribution of the cost of maintaining and operating such aircraft. Such operation is not considered to be commercial in nature when so operated. Neither is flight instruction by club members for other club members considered to be commercial in nature so long as there is no profit or for-hire motive involved in the operation. In all cases the **Owner** will determine if the operation of a flying club or other such organization is commercial. If determined to be commercial, the club shall conform to the requirements set forth herein for commercial **Fixed Base Operators**.

3.3 The privilege of using the **Airport** or any of its facilities in any manner shall create an obligation on the part of the ~~user~~**User** thereof to obey all the regulations herein provided and adopted by the **Owner**.

The privilege of using the **Airport** and its facilities shall be conditioned on the assumption of full responsibility and risk by the ~~user~~**User** thereof, and such ~~user~~**User** shall release and hold harmless and indemnify the **Owner**, its officers and employees from any liability of loss resulting from such use.

The privilege of using the **Airport** shall be upon the further condition that any ~~Person~~**User(s)**, corporations, ~~co-partnership~~**partnerships, limited liability companies** or others desiring to use the same, shall furnish a policy of indemnity against personal injury and property damage in a reasonable amount such as the **Owner** shall require.

3.4 Any ~~Person~~**User** violating any of the **Airport** rules and regulations may be punished as provided by law or ordinance, or at the discretion of the **Owner** may be deprived of the use of the **Airport** facilities for such period of time as may be necessary to be effective.

3.5 No ~~Person~~**User** shall solicit funds for any purpose and no signs or advertisements may be posted at the **Airport** without written permission of the **Owner**.

3.6 Garbage, refuse and other waste material shall be placed in receptacles provided for such purpose.

3.7 No ~~Person~~**User** shall destroy, remove, damage, or disturb in any way buildings, signs, equipment, markers, or other property on the **Airport**.

3.8 No **User** shall place storage sheds or storage containers of any kind, such as shipping containers, anywhere on **Airport** property.

SECTION 4

4.1 Unless authorized by the **Airport Manager** or his designee, no surface vehicles shall be operated on the **Airport** except on roadways, parking areas, etc., that are specifically designated for such vehicles. Such vehicles shall be parked in a manner prescribed by the **Owner** or as indicated by posted signs.

- 4.2 No surface vehicles shall be permitted on the runways, taxiways, aprons or ramps without the express written permission of the **Airport Manager** or his designee unless the operation of such vehicle is in accordance with prior agreement to accomplish a necessary **Airport** purpose, service or inspection, or is in association with the loading or unloading of passengers or cargo.
- 4.3 No surface vehicles shall be driven between the loading gate or fence and an aircraft parked, unless said aircraft is in the process of loading or unloading.
- 4.4 Automobiles and/or other surface vehicles must be kept either inside the hangar or in designated parking areas at all times, except during loading and unloading passengers, luggage, or freight, or while removing the aircraft from the hangar. Surface vehicles may not block public ramps, taxiways, and other hangars so as to impede the passage of aircraft attempting to use the ramps and taxiways for movement.
- 4.5 No PersonUser shall operate any vehicle on the **Airport** in a careless or negligent manner or in disregard for the safety of others, or in excess of a reasonable speed.
- 4.6 All aircraft shall have right-of-way over all surface vehicles at all times.

SECTION 5

- 5.1 The **FAA** air traffic rules and regulations in effect governing the operation of aircraft are incorporated herein. in effect as of this date as well as all additions and deletions thereto are made part of these Airport rules and regulations as fully as if set forth herein.
- 5.2 At no time shall engines be run up when hangars, shops, airplanes, buildings or persons are in the path of the propeller stream and/or jet exhaust.
- 5.3 No aircraft shall be stored at the **Airport** except in the areas designated by the **Owner** for such use. Boats and trailers may not be stored on **Airport** property unless they are stored entirely within a hangar. Aircraft deemed to be non-airworthy may not be stored outside of hangars on the **Airport** and must be removed at the expense of the aircraft operator or registration holder within 60 days after written notification from the **Owner**. If not removed, the **Owner** has the right to remove the aircraft, secure the aircraft, advertise the foreclosure, and recover the salvage value as reimbursement for the cost of such removal without liability for loss of use or damage that may result from such action. An exception may be granted when requested of the **Owner** in writing with the presentation of a definitive plan for returning an aircraft to airworthy status.
- 5.4 The performance of aircraft and engine repair and maintenance is considered to be an aeronautical service regulated by the **Owner** except where such services or repairs are performed by the aircraft owner, his employees or contractors. When such services are provided by a contractor, it is required that such contractor shall first procure a license

from the **Owner** and provide a Certificate of Insurance with coverage limits set forth in Section 8.5 and the **Owner** named as an additional insured. The **Owner** reserves the right to designate terms for the issuance of such license, and reasonable areas where such aircraft owners may perform services on their aircraft. If such areas are designated, the **Owner** may prohibit the performance of such services in tie-down areas and prescribe rules for the use of such owner aircraft maintenance areas.

- 5.5 At the direction of the **Airport Manager**, the operator, owner, or pilot of any illegally parked aircraft on the **Airport** shall move the aircraft to a legally designated parking area. If the operator refuses to comply with the directions, the **Owner** may tow the aircraft to such place at the operator's expense, and without liability for loss of use or damage that may result from such action.
- 5.6 In the event of an accident, the **Owner** may, in compliance with **FAA** and other governmental regulations, move damaged aircraft from the landing areas, ramps, aprons, or other areas at the expense of the aircraft owner and without liability for loss of use or damage resulting from such action.
- 5.7 The pilot of an aircraft involved in an accident on or near the **Airport** causing personal injury or property damage, shall make report to the **Airport Manager** within a reasonable 24-hour period of time. In the event that the pilot is unable to do so, the owner of the aircraft or his agent shall make such report.
- 5.8 **Airport** property damaged or destroyed by an accident or otherwise shall be paid for by the **PersonUser** responsible. Damage appraisal shall be secured by the Airport and the User shall pay in full within 30 days.
- 5.9 The **Airport Manager** shall have the authority to detain any aircraft for non-payment of any charges due.
- 5.10 No **PersonUser** shall taxi an aircraft until he has ascertained by visual inspection of the area that there will be no danger of collision with any **PersonUser** or object.
- 5.11 Aircraft shall be taxied at a safe and reasonable speed with due respect for other aircraft, **PersonUser**s, or property.
- 5.12 All take-offs and landings shall be confined to the **Airport** runways or other designated areas, and when possible, all movement of aircraft shall be confined to the hard surface areas.
- 5.13 No **PersonUser(s)**, except airmen, duly authorized personnel, passengers going to or from aircraft, or **PersonUsers** being personally conducted by **Airport** attendants shall be permitted to enter the landing areas, taxi space, hangar areas, aprons or other posted areas of the **Airport**. However, this does not give any **PersonUser(s)** so excepted the privilege of unrestricted use of the **Airport**. These privileges are confined to the

necessary use of the spaces in connection with flights, inspections, routine duties and other activities authorized by the **Owner**.

SECTION 6

Rules for Aircraft Fueling Operations

- 6.1 No aircraft shall be fueled or drained while the aircraft engine is running or while the aircraft is in a hangar or an enclosed area.
- 6.2 ~~Smoking or~~ Lighting of an open flame shall be prohibited within one hundred fifty (150) feet of a fueling operation.
- 6.3 When not in use, fuel trucks shall be parked at least one hundred fifty (150) feet from any hangar or building.
- 6.4 All fuel dispensing equipment shall be kept in a safe and non-leaking condition.
- 6.5 All fuel dispensed at the **Airport**, whether by the **Fixed Base Operator** or by other means, shall be reported to the **Owner**. ~~and Fuel Flowage Fees shall be paid to the Owner at the then current rate, as stipulated in the FAA Airport Operations Manual.~~

SECTION 7

Fire Regulations

- 7.1 Smoking within Airport property is prohibited unless in designated smoking areas. Smoking or lighting of an open flame is prohibited at places with posted no smoking signs, within one hundred fifty (150) feet of any aircraft and within one hundred fifty (150) feet of hangars, fuel trucks, or fuel loading stations and tank farms.
- 7.2 No ~~Person~~User shall start an open fire at any place on the **Airport**. ~~without permission of the Airport Manager.~~
- 7.3 No ~~Person~~User shall store volatile material, jet fuel or gasoline, or use inflammable liquids or gasses within any hangar or other building. ~~unless in a Department of Transportation approved container of less than ten (10) gallons.~~ Tenants or licensees may not allow their premises to become in such condition so as to violate, in any manner, the fire code in force in the area of the **Airport**. Hangars and other buildings at the **Airport** may be subject to inspection by the Fire Marshal on a recurring basis.
- 7.4 ~~Tenants or licensees of all hangars and buildings~~Owner shall provide suitable fire extinguishers and equipment as required by fire regulations. Such equipment shall be kept in good condition and shall be inspected ~~at least every twelve (12) months~~monthly by trained personnel.

- 7.5 Tenants, licensees and other **PersonUsers** are required to keep their premises clean and clear of all rubbish, junk, debris, and unsightly objects. If after warning by the **Airport Manager** deficiencies are not corrected, cleaning will be done by the **Airport Manager** and reasonable charges shall be billed to the tenant, licensee or **PersonUser and become a part of the rent.**

SECTION 8

Regulations Governing Minimum Requirements For All Fixed Based Operations

- 8.1 All **Fixed Base Operators** at the **Airport** shall be full-time, progressive business enterprises, with staffed office facilities at the **Airport** during **Normal Business Hours**. No **Fixed Base Operator** shall be allowed to operate on the **Airport** without a fully executed lease **and license** agreement with the **Owner**.
- 8.2 **Fixed Base Operators** providing sale of aviation fuel shall be designated as **Full Fixed Base Operators** and shall also be required to meet the minimum standards and offer the services listed in Sections 8.9, 8.10, 8.13, and 8.14.

Such **Full Fixed Base Operators** may, at their option engage in other aeronautical activities by qualifying to meet the associated minimum standards for the aeronautical services involved.

- 8.3 No **PersonUser(s)** or **Fixed Base Operators** other than **Full Fixed Base Operators** as described herein will be permitted to sell aviation fuel. All other **Fixed Base Operators** shall be designated as **Limited Fixed Base Operators**. Such **Limited Fixed Base Operators** may engage in such other aeronautical services as they are licensed for in accordance with these regulations at the sole discretion of the **Owner**.

Basic Requirements for All Fixed Base Operators

- 8.4 The **Owner** shall determine substantial conformance to the standards for **Fixed Base Operators**.

Potential **Fixed Base Operators** and other tenants shall be investigated as to both business and personal background to the satisfaction of the **Owner**.

- 8.5 The minimum liability insurance which a **Fixed Base Operator** shall carry is \$1,000,000 for bodily injury and **\$51,000,000** for property damage. A copy of the policy shall be furnished to **Owner** at each renewal indicating the **Owner** as a named additional insured.

- 8.6 **Fixed Base Operators** will be required to furnish the **Owner** a performance bond commensurate with the scope of any construction required under the minimum standards for services to be performed.
- 8.7 All construction required herein shall be in accordance with design and construction standards approved by the **Owner**.
- 8.8 Land available for commercial aeronautical activities is a valuable and limited commodity. It is the policy of the **Owner** that no land areas or building space in excess of present and foreseeable requirements will be leased to any **Fixed Base Operator**. Additional areas will be made available to operators on the basis of need and the availability.

Minimum Requirements for
Aeronautical Services

- 8.9 Sale of aviation fuel: All **Full Fixed Base Operators** must provide and maintain appropriate space for storeroom, office, lounge and restrooms, which may be an adjunct to other structures and facilities. In addition, all **Full Fixed Base Operators** selling aviation fuel must provide an asphalt or concrete apron of at least twenty thousand (20,000) square feet, and permanent storage tanks for at least ten thousand (10,000) gallons of fuel.
- 8.10 Air Services: Ramp services shall be provided during **Normal Business Hours**, seven days a week, by all **Full Fixed Base Operators**. Tie-downs shall also be provided for at least twenty-five (25) aircraft.
- 8.11 Aircraft Maintenance and Repairs: A **Fixed Base Operator** providing aircraft maintenance and repairs shall provide and maintain appropriate hangar space plus additional space for administration, parts and restrooms as needed. Such **Fixed Base Operators** shall also have a concrete or bituminous asphalt apron or parking area of a size that is appropriate for the operation.

A **Fixed Base Operator** providing aircraft maintenance and repairs shall provide the services of at least one (1) **FAA** certified Aircraft Airframe and Power Plant Mechanic with Inspection Authority, and as many **FAA** certified personnel as may be required to perform all various aircraft maintenance and repairs in accordance with all rules regulations and directives of the **FAA** and other governmental bodies having jurisdiction thereof, and in accordance with the requirements of the **Owner**. A list of mechanics indicating their certifications shall be provided to the **Airport Manager** annually at license renewal.

- 8.12 Aircraft Sales: A **Fixed Base Operator** selling aircraft shall provide and maintain appropriate office, lounge and restroom facilities.

- 8.13 Flight Instruction: **Full Fixed Base Operators** shall provide classroom space, training aids and other facilities as required and specified by the **FAA** and/or the Veterans Administration for flight instruction. Such operators must also provide properly certified instructors for each phase of training offered. At least one (1) instructor shall be qualified to give dual instruction for the following certificates and/or ratings: private, commercial, instrument, and flight instructor ratings. Any commercial flight instruction conducted wholly or partially at the **Airport** will be considered to come within the purview of these minimum requirements. A list of flight instructors indicating their certifications shall be provided to the **Airport Manager** annually.

Appropriate office, lounge, and restroom space must be provided by a **Fixed Base Operator** providing flight instruction. The **Fixed Base Operator** must also provide a minimum of two (2) permanently based aircraft properly equipped for such instruction.

A **Fixed Base Operator** offering such instruction must make suitable arrangements for the hangaring, parking and the servicing of their aircraft.

- 8.14 Aircraft Rental: A **Full Fixed Base Operator** shall provide aircraft rental and shall maintain a minimum of two (2) permanently based aircraft at the **Airport**. A **Fixed Base Operator** providing aircraft rental services shall provide appropriate office, lounge, and restroom facilities, along with adequate office personnel.

- 8.15 Miscellaneous: Operations such as radio and instrument repairs, aerial advertising, crop dusting, air tours and other aeronautical activities not hereinbefore provided for may be conducted by any **PersonUser**, firm or corporation upon application to and approval of the **Owner**.

- 8.16 Any operator meeting the square footage requirements of Section 8.9 shall not need additional square footage in order to comply with Sections 8.12, 8.13 and 8.14.

- 8.17 Any operator meeting the number of aircraft requirement of Section 8.13 shall be considered in compliance with the number of aircraft required by Section 8.14.

- 8.18 Aircraft Parking Aprons shall be constructed according to plans and specifications approved by the **Owner**.

- 8.19 Reasonable terms and conditions for the privilege of engaging in these various services will be established by the **Owner** commensurate with the nature and scope of the activities involved.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Adopted by the **Owner** on _____, 2021 with an effective date
of _____, 2021

Patrick Joyce, Chairman
Carteret County-Beaufort Airport Authority

Jesse Vinson, Secretary to the Authority Board
Carteret County-Beaufort Airport Authority

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