

OPERATIONS MANUAL



March, 2007

prepared for



**South Lafourche
Leonard Miller, Jr. Airport
Galliano, Louisiana**

**THE
LPA
GROUP**
TRANSPORTATION CONSULTANTS



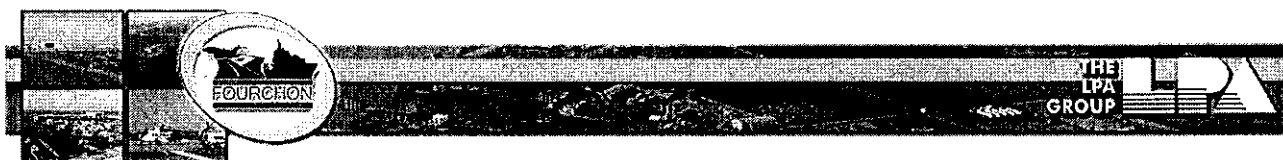
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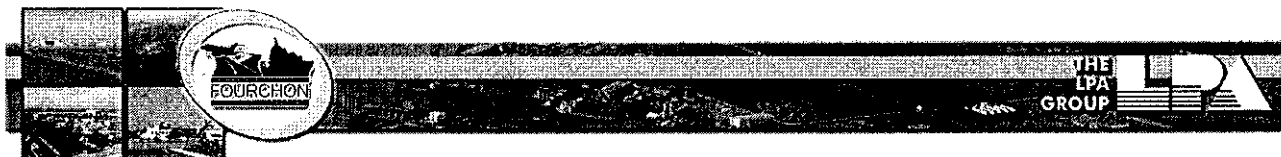
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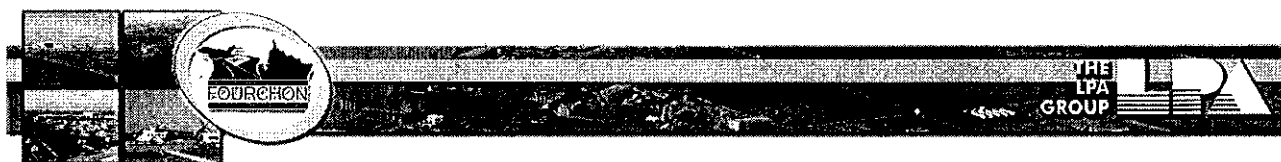
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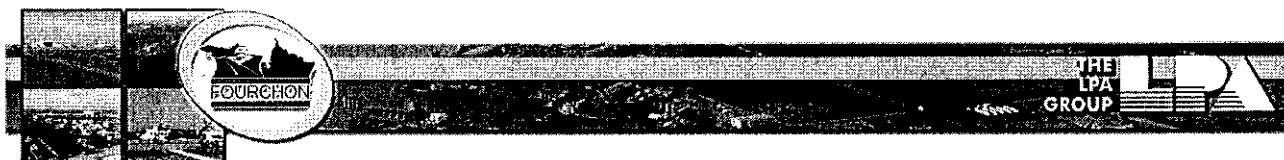


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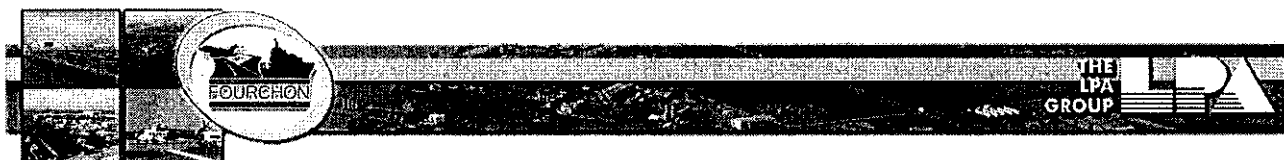
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CHAPTER 1

OPERATIONS MANUAL INTRODUCTION





1.1 INTRODUCTION

This Operations Manual has been developed by the Greater Lafourche Port Commission ("GLPC") to establish the objectives, policies, standards, rules, regulations and procedures necessary for the proper management and operation of the South Lafourche Leonard Miller, Jr. Airport (SLLMA). Airport operations must achieve the highest degree of operating efficiency and safety possible while being in compliance with the requirements of the State of Louisiana and the Federal Aviation Administration. In addition, certain minimum aeronautical standards must be complied with in accordance with state law before any airport property may be leased to private parties. Once adopted by the Port Commission, this manual provides the necessary guidelines for such compliance by the airport owner. However, this Operations Manual shall be considered subordinate to any applicable local, state, or federal law and is not intended to amend, modify or supersede any provisions as explicitly stated in any lease agreement.

The Manual has been developed such that each chapter can be removed as "stand-alone" units for distribution to other parties as the Port Commission deems appropriate. Furthermore, the Minimum Operating Standards By Activity Type as indicated in section 3.5 has been segregated such that applicable pages can be removed and copied for distribution. Any existing or potential tenants should also be given a copy of section 3.6 – Insurance Requirements.

1.2 STATUTORY AUTHORIZATIONS

1.2.1 Local Government Authority - General

State of Louisiana Revised Statute 2:131. provides that:

"A. Airport districts, airport authorities, and other political subdivisions, including the New Orleans Aviation Board, which establish or operate airports or landing fields or which acquire or set apart immovable property for such purpose may:

(1) Construct, equip, improve, maintain, and operate the same or vest authority for the construction, equipment, improvement, maintenance, and operation thereof, in an officer, board, or sponsor of such political subdivision. The expense of construction, equipment, improvement, maintenance, and operation is a responsibility of the sponsor or its vested authority.

(2) Adopt regulations and establish charges, fees, and tolls for the use of such airports or landing fields, fix penalties for the violation of regulations,



and establish privileges to enforce payment of the charges, fees, and tolls, except that such authority will not be used to discriminate against the use of such airports or landing fields by any legitimate aviation interest."

1.2.2 Airport Administration

The South Lafourche Leonard Miller, Jr. Airport is owned and operated by the GLPC as a public general aviation facility furnishing aeronautical services to all aspects of the general aviation community and to those individuals and businesses who rely on general aviation services to provide jobs and other economic development to the southern part of Louisiana, Lafourche Parish, and much of the surrounding area, including Port Fourchon.

The administration of the Airport is accomplished through the GLPC Administrative Office initially through the Port Director and subsequently by persons whom the Commission or Director may designate for operations (airport management) and maintenance.

The GLPC will designate an individual to act in the capacity of "Airport Manager" and such individual may or may not perform such duties on a paid, full-time basis. It is the duty of the Airport Manager to assist and represent the GLPC and the Airport in all matters concerning the airport in whatever respect manner required of the Manager by the GLPC's Executive Director.

The Airport Manager will confer with and advise the Port Commission on all airport matters. He shall maintain close liaison with Federal, State and Parish governmental agencies.

The Airport Manager shall plan, schedule, assign and supervise the work of any staff that may be assigned to the airport and will work closely with other personnel who may be placed on airport maintenance work by the Port Commission. The Manager will work closely with all concerned for the continued development of the SLLMA for the benefit of the public.

The Airport Manager will monitor and report on conditions on the airport that affect, or may affect, the safe operation of aircraft; will maintain forms and procedures for the conduct of routine and special safety inspections; will determine need of repair and make necessary work requests to the Port Commission; will enforce safety regulations and perform review of airport inspection reports and programs to insure that prompt and accurate corrective action is taken to eliminate unsafe conditions on the airport; will coordinate and monitor airport maintenance and repair activities; will monitor and direct the reporting and dissemination of information to airport users concerning conditions on airport that affect, or may affect, the safe operation of aircraft; will coordinate and



monitor the conduct of construction activities on the airport and the compliance with appropriate safety measures during such activities; will maintain a plan and procedures for response to airport emergencies and coordinate such plan with appropriate law enforcement and firefighting and rescue agencies, medical services, tenants at the airport and other interested persons; will review and maintain the Airport Operations Manual and monitor compliance of all parties with the provisions of the manual and will perform supervisory and other functions as specified in the Emergency Plan during periods of specific emergencies.

It shall also be his responsibility to direct all Airport operations maintenance, repair and improvement; to organize and direct any necessary airport security activities, to allocate duties and assign any subordinate personnel to specific duties as required; to coordinate all airport security matters with the various governmental agencies concerned; to perform staff-level duties and make recommendations to the Port Commission concerning personnel and equipment needs; to arrange for and direct the inspection of all airport premises from a standpoint of safety, fire, and crash hazard potential, recommending corrective action; to monitor the operational status of any fire-fighting equipment and provide prompt notification of any found to be inoperable; and to coordinate the assignment of emergency duties and responsibilities to regular, auxiliary and volunteer fire-rescue personnel.

Other duties of the Airport Manager include greeting and escorting official visitors to the airport; meeting with governmental officials, members of the Chamber of Commerce and other civic organizations and other members of the public as needed for the proper promotion of the airport in the community.

1.2.3 Leases of Airport Land

All leases on the South Lafourche Leonard Miller, Jr. Airport shall be in compliance with all applicable state and federal laws and regulations including but not limited to R.S. 2:135.1, which establishes the laws applicable to leasing, in that:

(a). "Airport districts, airport authorities, and other political subdivisions of this state which establish or operate airports or landing fields or which acquire or set apart immovable property for such purpose may lease to any person, as defined in this Title, spaces or areas for operations space, area, improvements, including industrial development, and equipment on such airports or landing fields, provided that all leases of land, improvements or equipment, except as hereinafter provided, shall be by public bid after advertisement in the official journal of all the parishes wherein any part of the land is located, at least once a week for three consecutive weeks. The advertisements shall set forth a description of the property to be leased, the time when bids therefore will be received and a short summary of the terms, conditions, and purposes of the lease to be executed. The public bids provided for in this Part shall be secret,



sealed bids and shall be mailed or delivered to the lessor at its domicile address. The advertisements provided for in this Section shall constitute judicial advertisements and legal notices as required in accordance with the provisions of Chapter 5 of Title 43 of the Louisiana Revised Statutes of 1950. At the date and hour mentioned in the advertisement for consideration of bids, the bids shall be publicly opened by the lessor at its office. The lessor shall accept only the highest bid submitted which yields the greatest benefits to the public in services and financial return to it by a person or persons who meet all of the conditions of this Part. The lessor shall have the right to reject all bids. The lessor may execute any lease granted under such terms and conditions that it deems proper or as otherwise provided in this Part. All leases signed by the lessor shall be executed in sufficient counterparts to be disposed of as follows: one copy shall be furnished to the lessee, one copy shall be recorded in the Conveyance Records of each parish in which the land lies, one copy shall be furnished to the Office of Aviation, Louisiana Department of Transportation and Development, and one copy shall be retained in the records of the lessor.

(b). All leases executed under the provisions of this Section shall be for a period not exceeding ten years and shall provide for consideration to be paid as a cash rental, which shall be payable in cash annually or monthly as provided for in the lease, in advance; provided, however, that any person who leases such land or holds a ten year lease in full force as of the effective date of this Act and who, within the ten year term of the lease, adds or contracts for permanent improvements to be constructed or placed on or made to the land in the amount of not less than twenty thousand dollars may, at the option of and upon written notification to the lessor and upon a proper showing that such improvements have in fact been made or contracted for, lease such land for an additional period of not more than ten years, for payment of rentals therefor to be made as stipulated in the lease agreement. However, if the lease provides for the addition or construction of improvements on or to the land to a value in excess of one hundred thousand dollars and further provides that such improvements will become the property of the lessor without any cost to the lessor, lessor may grant an option to the lessee to extend primary term of the lease for an additional ten year period, or part thereof, for each one hundred thousand dollars worth of improvements or additions made on or to the land, not to exceed a maximum term of sixty years.

(c). Where private property adjoining an airport is acquired by a public body pursuant to provisions of Sections 133 of this Title, leases may be entered into between the airport owner and the owner of said property without advertising or competitive bidding, the terms of which shall be determined by the appraised value of the land and/or buildings so acquired in relation to the lease periods described in Subsection B of this Part.



(d). Where the lessor has constructed or contemplates the construction of a building or other improvements in order to expand the services of the airport, the lessor may execute a lease for a period not to exceed twenty-five years and provide for a monthly or annual rental, payable monthly or annually in advance, and advertise in accordance with Subsection A, such lease may provide for the option to renew on stipulated conditions, without further advertising or competitive bidding, for periods not to exceed an additional twenty-five years.

(e). It having been determined that the financial stability of the state's air carrier airports is dependent upon the ability to enter into long-term lease agreements with air carriers and fixed base operators in order to assure the resources necessary for the financing of improvements for, and the maintenance of, such airports and that the nature of the lease agreements customarily entered into with such air carriers and fixed base operators at air carrier airports makes it unnecessary and undesirable that such lease agreements be subject to advertisement and competitive bidding because leased premises or improvements normally are constructed to the individual specifications of the air carriers and fixed base operators with the lease payments being designed to cover the cost of such premises or improvements, and it having been determined that public convenience and necessity so requires, it hereby is provided that, notwithstanding any other provision of law to the contrary, leases of airport operational space, facilities, equipment, and other airport land and improvements at airports may be entered into with air carriers and fixed base operators for initial terms of up to thirty years, and optional extension terms of up to an additional twenty-five years, without advertising or competitive bidding. The term "air carrier" as used herein means a party certificated under state or federal law to provide scheduled air transportation of persons, property or mail. The term "fixed base operator" as used herein means a party licensed by airport districts, airport authorities and other political subdivisions which establish or operate airports to provide servicing, repairing or furnishing supplies for aircraft or the sale, rental or leasing of aircraft or flight instruction in accordance with minimum aeronautical standards for such activities required in Subsection F of this section. The term "air carrier airport" means a facility served by an air carrier certificated by the Civil Aeronautics Board under Section 401 of the Federal Aviation Act of 1958 (as amended) or by an air carrier operating under an exemption to 401 of the Act granted by the Civil Aeronautics Board for scheduled commuter airline service.

(f). Notwithstanding, any provisions of law to the contrary, no municipality, parish, airport district, airport authority, or other political subdivision may grant a lease of an entire airport nor may the public be deprived of its rightful, equal, and uniform use of the airport or landing field or portion thereof, except at such times as may be required in the interest of public safety and no exclusive concession, license, or lease agreement may be made relative to the business of servicing, repairing, or furnishing of supplies for aircraft, or for sale, rental, or leasing of



aircraft or flight instruction. Prospective lessees providing such services must have complied with the minimum aeronautical standards established by the lessor and approved by the Office of Aviation of the Department of Transportation and Development.

(g). The provisions of this Section shall not be applicable to leases entered into with existing fixed base operators prior to the effective date of this Section. Nor shall it prevent the granting of an option to renew such leases for one additional term without complying with the provisions of this Section."

Additionally, authority to police airports is provided by R.S. 2:138, which provides that:

"Cities, towns, or other political subdivisions of this state acquiring, establishing, developing, operating, maintaining, or controlling airports or landing fields, without the geographical limits of such subdivisions, under the provisions of this part, may promulgate, amend, and enforce police regulations for such airports or landing fields."

In addition to the preceding statutes, supplemental authority is provided by R.S. 2:610 which states that:

"In addition to the general and special powers conferred by this Chapter, every authority is authorized to exercise such powers as are necessarily incidental to the exercise of such general and special powers."

1.2.4 State Government Authority

Note: The powers and responsibilities of the Department of Public Works in regard to aeronautics and aviation facilities have been transferred to the Office of Aviation and Public Transportation, Louisiana Department of Transportation and Development, pursuant to R.S. 36:508B, which states:

"The Office of Aviation and Public transportation shall administer the programs of the state relating to and affecting aeronautics and aviation facilities within the state including management of state-owned aircraft; the development and establishment of public mass transit, railroad and water transportation systems; and other special transportation programs as may be directed by the Secretary.

Louisiana State Statute R.S 2:6 states that:

"The Department shall foster air commerce within the State of Louisiana and the Department shall have supervision over the aeronautical activities and facilities which authority shall include supervision and control over all airports, landing



fields, landing strips, air instruction, air marking, air beacons, and all other air-navigation facilities.

Accordingly, the Department may prescribe such reasonable rules and regulations as it deems necessary and advisable:

- (a). For the public safety and for the promotion of aeronautics governing the designing, layout, location, building, equipping, operation, and use of all airports, landing fields, or landing strips;
- (b). Governing the curriculum, equipment, personnel, and operation and management of all air instruction;
- (c). For the purpose of protecting the health and safety of students receiving or to receive such instruction of student aviators;
- (d). For the public safety and safety of those engaged in aeronautics;
- (e). For the promotion of aeronautics governing the establishment, location, maintenance and operation of all air markings, air beacons, and other air-navigation facilities.

No rule or regulation prescribed by the Department under the authority of this Section shall be inconsistent with the then current federal legislation governing aeronautics and the regulations promulgated thereunder."

R.S. 2:139 places a requirement on each local government airport owner to obtain prior permission of the state prior to taking most administrative actions. The statute provides that:

"All cities, towns, or other political subdivisions of this state in the construction, expansion, lease, control, equipment, improvement, maintenance, operation, regulation, and policing of airports and landing fields for the use of aircraft and in the acquisition of rights and privileges for lights and markers as provided for in this Part shall obtain the consent and approval of the Department of all plans or proposed work in such construction, expansion, lease, control, equipment, improvement, maintenance, operation, regulation and policing and the Department shall have supervision thereof."



1.3 OPERATIONS MANUAL DISTRIBUTION LIST

Distribution of the complete Operations Manual is as follows:

Assistant Secretary, Office of Aviation and Public Transportation, Louisiana Dept. of Transportation and Development

- Airport Manager
- Flight Standards District Office, FAA (Baton Rouge)
- All Tenants (as such are approved at the airport)
- Greater Lafourche Port Commission (file)

Distribution of the Airport Emergency Plan/Mutual Aid agreement **only** is as follows:

- Sheriff's Office, Parish of Lafourche (Headquarters)
- Sheriff's Office, Parish of Lafourche (Galliano)
- Fire Chief, Galliano Volunteer Fire Department
- Louisiana State Police
- All Other Mutual Aid Agreement Parties

Each manual holder should keep his/her manual current at all times, and should insert any revised pages immediately on receipt.

All correspondence related to this manual, suggestions for revisions and improvements, and information regarding corrections or updating should be directed to:

Airport Manager
Greater Lafourche Port Commission
P. O. Drawer 490
Galliano, Louisiana 70354
Office: (985) 475-6701
Mobile: (985) 696-1777

CHAPTER 2

AIRPORT RULES AND REGULATIONS





2.1 INTRODUCTION – AIRPORT RULES AND REGULATIONS

All users of and persons on the airport shall be governed by these regulations and by any emergency directives that may be issued herein. These regulations supersede any previously published and are subject to change by the Airport Owner, at any time. However, these regulations are not intended to amend, modify or supersede any provisions of Federal, State, or Parish law. If any portion of these regulations shall be ruled to be invalid or unenforceable, all other portions shall nevertheless remain in effect. Future amendments, additions, deletions or corrections to these rules and regulations may be promulgated by Airport Management and shall be filed with the Port Commission. Special Regulations, notices, memorandums or directives of an operational nature of interest to persons engaged in business on the airport shall be governed by applicable FAA Rules and Regulations.

All authorized members of the general public that enter onto airport property including tenants, users, contractors, and other personnel are required to comply with all Federal, State, and local laws as applicable to the type of service or product being provided. On occasion, Federal, State, and local regulations will be amended, revised, or may be superseded by updated rules. It is the responsibility of each person to ensure that they have and that they are knowledgeable of the latest applicable information to their task. Although not comprehensive, the following list of references should be observed by those involved with applicable types of operational activity:

- General Operating Flight Rules – CFR 14, Part 91
- Certification of Pilots, Flight Instructors and Ground Instructors – CFR 14, Part 61
- Pilot Schools – CFR 14, Part 141
- Amateur-Built Aircraft and Ultralight Testing Handbook – AC 90-89A
- Aircraft Fuel Storage, Handling, and Dispensing on Airports - AC 150/5230-4A
- NFPA 407 – Standard for Aircraft Fuel Servicing
- Objects Affecting Navigable Airspace – CFR 14, Part 77
- NFPA Pamphlet No. 410D, Safeguarding Aircraft Cleaning, Painting and Paint Removal and
- NFPA Pamphlet No. 410F, Aircraft Cabin Cleaning and Refurbishing Operations)
- NFPA 471 – Recommended Practice for Responding to Hazardous Materials Incidents
- Standards for Airport Markings - AC 150/5340-1J
- Operational Safety on Airports During Construction – AC 150/5370-2E

Posting of Rules and Regulations: All airport tenants shall post a copy of these Rules and Regulations in a conspicuous location for the use of employees and customers.



Emergency Powers of the Airport Management: When an emergency exists at the airport, the Airport Manager is empowered to issue such directives and to take such action which is within his discretion and judgment as necessary or desirable to protect persons and property and expedite the operation of the airport. Such directives and actions of the Airport Manager shall have the force of a regulation hereunder so long as said emergency exists.

Non-liability of Port Commission: The permission granted to use the airport and its facilities, or to fly to, from, or over the same, shall be at all times conditioned upon the assumption of full responsibility therefore by every person exercising or taking advantage of such permission. It shall be a further condition thereof that each person, as a consideration for the use of the airport and for its facilities, shall at all times release, hold harmless and indemnify the GLPC and their agents and employees from any and all responsibility, liability, loss or damage, resulting to any such person, or caused by or on his or her behalf, and incident to the manner in which the airport is operated, constructed or maintained, or served from within or without, or used from without. The use of the airport by any person for any purpose, or the paying of fees therefor, or the taking off or landing aircraft thereon, shall be itself an acknowledgement that such person accepts such privileges on the condition herein set forth.

Vehicular Signage: The Airport Manager or other persons so designated by the Port Commission is authorized to install such traffic control signs on the Airport as may be necessary in order to properly control and regulate vehicular traffic.

2.2 GENERAL RULES AND REGULATIONS

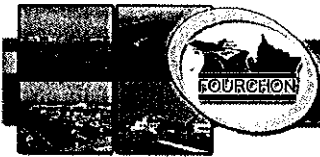
Advertising: No person or organization shall post, distribute or display signs, advertisements, literature, circulars, pictures, sketches, drawings, or other forms of printed or written matter on the airport except with the prior written authorization of the Port Commission and in such manner as he may prescribe.

Solicitation: No person shall engage in any form of solicitation or offer merchandise or services for sale on the airport without obtaining prior written authorization from the Port Commission.

Public and Tenant Usage: All persons using the airport shall at all times abide by the following rules and regulations:

Disorderly Conduct: No person shall be or become intoxicated or drunk, commit any disorderly, obscene or indecent act, or commit any act of nuisance, nor conduct or engage in any form of gambling on the Airport.

Sanitation: No person shall dispose of garbage, papers, refuse or other material on the



Airport except in the receptacles provided for that purpose; nor use a comfort station other than in a clean and sanitary manner.

Preservation of Property: No person shall destroy, injure, deface or disturb in any way any building, sign, equipment, marker or other structure, trees, flowers, lawn or other property on the Airport; not alter, make addition to, or erect any building or sign or make any excavations on the Airport; nor willfully abandon any personal property on the Airport. In addition to any other penalty provided in these rules, civil law provides that any such action be considered as a misdemeanor. Any person causing or liable for damage of any nature shall report such damage to the Port Commission office and, upon demand by such office, shall make reimbursement for the full amount of the damage. Anyone failing to comply with this regulation may be refused admittance to the airport until the Port Commission has been fully reimbursed for damage done.

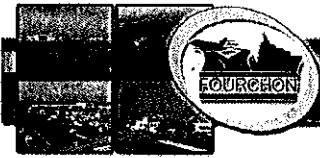
Explosives and Other Dangerous Articles: No persons, except peace officers, U.S. Government agents, duly authorized Post Office and Airport employees or members of the Armed Forces of the United States on official duty, shall carry loaded weapons on the Airport. Nor shall any person store, keep, handle, use, dispense or transport at, in or upon the airport any hazardous or dangerous articles (as defined in the Interstate Commerce Commission Regulations for transportation of explosives or other dangerous articles), at such time or place or in such manner or condition as to endanger unreasonably or as to be likely to endanger unreasonably persons or property. However, such materials and articles may be handled or transported as stipulated by federal guidelines. If an incident occurs on the Airport involving hazardous or dangerous articles, refer to the Airport Emergency Plan (Chapter 6.0) for the appropriate actions.

Interfering or Tampering With Aircraft: No person shall interfere or tamper with any aircraft or put in motion the engine of such aircraft, or use any aircraft, aircraft parts, instruments or tools without permission of the owner or by specific direction of the Airport Management.

Restricted Areas: No person shall enter upon the field area, utilities and service rooms or areas, or other areas as may be designated RESTRICTED except:

- Persons assigned to duty therein.
- Persons authorized by the Airport Management.
- Business representatives in the conduct of their affairs with the FBO or other tenants.

Use of Roads and Walks: No person shall travel on the Airport other than the roads, walks, or places provided for the particular class of traffic. No person shall occupy the roads or walks in such a manner as to hinder or obstruct their proper use.



Loitering and Refusal to Comply: No person shall loiter or loaf on any part of the Airport or in any building on the Airport; nor shall any person come upon or use the Airport, except while traveling through as a passenger or while enplaning or deplaning as a passenger on an aircraft operating on the Airport, after such person has been denied the use, of the Airport by the management. Any person or persons who refuse to comply with these applicable rules and regulations, after proper request to so do by the Airport Management or other authorized representative, shall be requested to leave the Airport and in the event of failure to comply with a proper request to abide by the rules and regulations of the Airport, shall be regarded as a trespasser.

Use of Shop Areas: All shops, garages, equipment and facilities are expressly for the conduct of the owner's or lessee's business and operations. No persons other than employees of the owner or lessee shall make use of these facilities or loiter around such premises without individual and specific permission of the owner or lessee.

Conduct of Business or Commercial Activity: No person shall engage in any business or commercial activity of any nature whatsoever on the Airport except with the approval of the Port Commission, and under such terms and conditions as may be prescribed in a lease agreement with the Greater Lafourche Port Commission.

Open Flame Operations: No person shall conduct any open-flame operations in any hangar or on the Airport unless specifically authorized by the Airport Management.

Welding or cutting in any airport area

Where welding or cutting is a necessity for repairs or alterations in any airport area whether by outside contractors or by tenants, the following procedures must be followed:

- Prior permission must be received from the Airport Management.
- Someone must be assigned to watch the areas involved and to carefully check it and the adjoining areas for one half hour after the work is completed. Flying sparks from welding are frequently thrown into remote places where material may smolder for hours before bursting into flame.
- When welding outdoors, make certain sparks do not enter doors or windows.
- Where welding or cutting is performed near open floor drains, caution should be exercised because of the possible presence of sewer gas and solvents that have drained from the hangar floors. All drains should be well flushed before commencing operations.

Welding or cutting performed in a hangar



When it is necessary to weld or cut metal in areas classified as hazardous areas such as hangars or shops where volatile materials are used or areas where volatile materials are stored, the following additional procedures shall be followed:

- All aircraft shall be removed from the hangar.
- All volatile materials and liquids shall either be removed or properly enclosed in metal cabinets away from the area involved.
- Hangar floors shall be well watered down and hangar doors on the ramp side open.
- Men with fire hose or ample fire extinguishers shall be stationed to insure that sparks are controlled. A minimum of one 50 pound dry chemical extinguisher shall be on hand.

Welding or cutting performed in a shop area containing combustible materials:

- All necessary precautions shall be taken.
- All movable combustibles shall be moved at least 35 feet (10 meters) away.
- Combustibles which cannot be moved shall be covered with asbestos curtains or sheet metal.

Smoking: No person shall smoke in any hangar or shop, service station area, gasoline storage area, or in any building, room or place on the Airport where smoking is specifically prohibited.

Accidents: All persons involved in any accident, personal, aircraft, or automotive, occurring on the premises of the South Lafourche Leonard Miller, Jr. Airport shall immediately advise the Port Commission office, and make a report to the Lafourche Parish Sheriff's Department as soon as possible, giving all pertinent information as requested by the officer in charge. For all accidents involving aircraft, a copy of the report will be forwarded to the Baton Rouge FAA General Aviation District Office and State Office of Aviation and Public Transportation.

Picketing, Marching, Demonstrations: No person may walk in a picket line as a picket or take part in a labor or other public demonstration on any part of the Airport except in or at a place specifically assigned by the Airport Management for picket lines or other permitted public demonstrations. Any such picketing shall be conducted in a peaceful and orderly manner, without physical harm, molestation, threat or harassment of persons, without violence, breach of the peace or other unlawful conduct, without obstructing the use of the Airport by others and without hindrance to or interference with the proper, safe and efficient operation of the Airport, and the activities conducted thereon.

Use of Sound-Amplifying Devices: Sound trucks and amplified record-playing



machines shall be prohibited on the Airport; except when required for special occasions and authorized by the proper authorities.

Building Requirements and Ground Rentals: Any person desiring to erect or construct any building on the Airport shall be required to submit plans and specifications for the same to the Port Commission. The plans shall also include a general layout, drawn to scale, showing the desired amount of ground actually required for the operation of such activities in addition to the portion occupied by the building proper. Doors on all buildings shall not protrude or extend beyond the building restriction line as denoted on the Airport Layout Plan.

All buildings erected upon the Airport shall conform to any Building Code requirements adopted by the Parish and be approved by the State Fire Marshall. They must be of either steel, concrete, masonry or other fireproof construction. Temporary permits may be granted for a period not to exceed one year, to construct temporary shelter in a space to be designated by the Port Commission. Such temporary building must be removed at the expense of the owner with ten days' notice in writing by the Port Commission. Waivers of this section may be granted only by approval of the Port Commission. State approval must be acquired on all construction in accord with R.S. 2:139 and FAR Part 77 requires that the FAA be notified and a Form 7460-1 must be completed and forwarded to the FAA Airports District Office as described in Chapter 3, section 3.3.11 – Airport Obstructions and in accordance with FAA Advisory Circular 7460-1E.

When plans have been approved by the Port Commission and the State Office of Aviation and Public Transportation, a lease may then be entered into at the rate prescribed by the Port Commission.

Trash Containers: No person shall keep unsafe trash containers in any area. No vehicle used for hauling trash, dirt, or any other material shall be operated on the Airport unless such vehicle is constructed so as to prevent the contents thereof from dropping, blowing, sifting, leaking or otherwise escaping therefrom. Areas to be used for trash or garbage containers shall be designated by the Port Commission and no other areas shall be used for this purpose. Such areas shall be kept clean and sanitary at all times.

Storage of Equipment: No tenant or lessee on the Airport shall store or stack material or equipment in such a manner as to constitute a hazard to personnel or property.

Maintenance: All tenants shall be required to maintain their leased property in a condition of repair, cleanliness and general maintenance in a manner agreeable to the Port Commission and in accordance with their individual lease agreements and free from all fire hazards.

Fire Equipment: All tenants or lessees shall supply and maintain such adequate and



readily accessible fire extinguishers as are approved by fire underwriters for the particular hazard involved.

Structural and Decorative Changes: No tenants, lessees or grantees will be permitted to effect structural or decorative changes or additions of any type without prior permission and approval of the Port Commission.

Damages: Tenants, lessees and grantees shall be fully responsible for all damages to buildings, equipment, real property and appurtenances at the airport caused by negligence, abuse or carelessness of their employees, agents, customers, visitors, suppliers or persons with whom they may do business.

Utility Metering: All airport tenants must be connected to the airport utilities systems when available and shall provide meters for the purpose of accurately measuring gas, water sewerage and electrical power used by the tenant.

Payment of Utility Charges: All billings are payable upon presentation unless otherwise noted thereon. All percentages or income charges are payable within thirty (30) days of the end of the accounting period unless otherwise stipulated in writing.

Disabled and/or Derelict Aircraft: Upon demand made by the Airport Management to the owner or operator of any abandoned, disabled or derelict aircraft or parts thereof, wrongfully or improperly left upon airport property, it shall be the duty of said owner or operator to remove the same at his own expense. If after such demand the owner or operator fails or refuses to remove the aircraft within a reasonable time as determined by the Management from the circumstances (or condition of hazard created by reason of the presence of such aircraft at such place), the Management shall cause the same to be impounded and stored. The cost of such removal and storage shall be a charge against the owner or operator of the aircraft and upon the payment of set charge, the impoundment herein provided shall be released and possession of said aircraft shall be restored to said owner or operator. The aircraft must then be immediately removed from the airport premises.

Damage to Airport: The owner or operator of any aircraft, vehicle, or other equipment which by reason of any type or accident, crash, or fire, or which by reason of malfunction or operation, causes any damage to airport property shall be responsible to the Greater Lafourche Port Commission for such damage, and the amount thereof shall be ascertained by the Port Commission, which shall make demand upon said owner or operator for payment thereof. In the event of the failure or refusal of said owner or operator to pay the amount of such claim for damage, a full report of the circumstances on which said claim is based, together with a copy of said claim, shall be turned over to the Lafourche Parish, who shall, when directed by the Port Commission, institute in the name of said Port Commission or other attorney of the Port Commission's choosing, all necessary legal proceedings for collection of said claim. The impoundment, removal



and/or storage of aircraft under this section shall be undertaken by airport management at the sole risk and expense of the aircraft's owner or operator, and including but not limited to any physical damage to the aircraft, and the owner and/or operator of the aircraft agrees to hold management harmless from and indemnify management against any damages or liability arising from or connected in any way to the impoundment, removal or storage of the aircraft under this provision.

Security of Aircraft: The Lafourche Parish Sheriff's Office makes regular patrol checks of the airport and aircraft tie-down areas in accordance with an agreement with the Port Commission. However, when, in the opinion of the owner, the kind, type, mission and condition of an aircraft make it necessary to provide additional security guards or policemen wherever the aircraft is located on the airport, the owners of the aircraft shall be responsible for obtaining, providing and maintaining its own security guards or policemen after permission to establish such security has been obtained from the Airport Management or his duly authorized representative. Security requirements aircraft shall not be used as a means to hinder or delay removal of aircraft at the direction of the Airport Management.

Stunt Flying/Acrobatix: Except for public displays of aviation flight specifically authorized by the FAA and the Port Commission to be conducted under responsible auspices and control, violation of any of the following provisions shall be illegal and an offense:

- ➔ No person shall operate an aircraft in a careless or reckless manner so as to endanger the life or property of others by buzzing, diving or low-altitude flying.
- ➔ No person shall engage in acrobatic or stunt flying over congested areas or over an open air assembly of persons or below an altitude of 1,500 feet above the surface in accordance with FAR 91.71.

Free Balloons, Model Aircraft, Parachute Jumping and Air Shows: No person shall operate or release any model aircraft, rocket, kite, balloon or other similar contrivance at or upon the Airport, nor will any parachute jump be made onto the Airport, without the prior approval of the Airport Management. Such prohibition shall not include the release of weather balloons when accomplished by a National Weather Service-approved Supplemental Aviation Weather Observer.

Regarding Parachute Jumping, Federal Air Regulation 105.17 states that:

"unless prior approval has been given by the airport management, no person may make a parachute jump and no pilot in command of an aircraft may allow a parachute jump to be made from that aircraft --



- over an airport that does not have a functioning control tower operated by the United States; or
- onto any airport.

However, a parachutist may drift over that airport with a fully deployed and functioning parachute if he is at least 2,000 feet above that airport's traffic pattern and avoids creating a hazard to air traffic or to persons and property on the ground."

A waiver is required on a case-by-case basis from both the FAA and the Port Commission for all parachute jumping on the South Lafourche Leonard Miller, Jr. Airport.

Air Shows: No air meets, aerial demonstrations, or other special activities shall be held at the airport unless prior permission and an Air Show waiver is obtained from the FAA and the Airport Management.

Special Activity Insurance Requirements: It is the general intent of the Port Commission that no such permission shall be granted for special airport activities, including parachute jumping onto the airport grounds, unless the applicant has deposited with the Airport Management proof of the FAA authorization and either a policy or a certificate of insurance protecting the Greater Lafourche Port Commission and any third party against loss or damage due to such event and indemnifying the Port Commission against liability to any third persons resulting therein. This insurance shall be in amounts deemed satisfactory by the Port Commission.

2.3 AIRFIELD OPERATIONS RULES

The rules set forth in this section must be followed but may be deviated from when an immediate emergency presents itself that requires such deviation in the interest of safety.

2.3.1 General Aircraft Operating Rules

- 1) All aircraft in flight within the Airport traffic pattern or in motion or parked on the South Lafourche Leonard Miller, Jr. Airport shall operate in accordance with the following rules and regulations and be governed by the current Federal Air Regulations and other Federal and State Aeronautical Regulations as may apply.
- 2) Except for emergency landings, the Airport Management may prohibit aircraft landing and taking off at any time and under any circumstances when he deems such



landings and takeoffs likely to endanger persons or property.

- 3) In the event the Airport Management believes the conditions of the Airport to be unsafe (or safe) for landings or takeoffs or if so ordered by the State pursuant to R.S. 2:6, the management shall have the authority to issue a NOTAM to close or open the Airport, or any portion thereof.
- 4) A minimum of a sport aircraft pilot's license is required to operate any aircraft from the airport except for student pilots under the supervision of a licensed flight instructor.
- 5) Persons instructing transient student pilots and landing at the Airport will comply with the instructions contained herein.
- 6) All flight instructors shall be responsible for the aeronautical conduct of their students.
- 7) No aircraft engine shall be started or run unless a competent operator is in the aircraft attending the engine controls. Prior to starting, parking brakes should be fully engaged and the area should be declared "clear" with a loud voice by the pilot in command.
- 8) No person shall run the engine or engines of any aircraft at any location on the Airport in such manner as to cause damage as to other aircraft or property or in such manner as to blow paper, dirt, or other materials across a taxiways or runways in such manner as to endanger the safety or operations on the Airport.
- 9) Aircraft engines will be warmed up only in places approved for such purposes by the Airport Management. At no time will aircraft with engines running or engines being tested be left unattended by any person. At no time shall engines be warmed up or operated when hangars, shops, offices, buildings, persons, equipment, passengers or aircraft landing, parked or taking off are in the path of the propeller stream or jet engine exhaust. Starting of engines shall be prohibited until proper clearance has been ascertained and until all standard safety procedures have been met.
- 10) Runup of fixed wing aircraft will be done at a 45 degree angle to the taxiway or runway with tail toward grass.
- 11) No aircraft shall be operated on the surface of South Lafourche Leonard Miller, Jr. Airport, except Government-owned, that is not fully certificated by and registered with the Federal Aviation Administration, and having either a current Airworthiness Certificate or a Ferry Permit.
- 12) No experimental flight or ground demonstration shall be conducted on the Airport



without the express approval of the Airport Management and in accordance with all applicable Federal Aviation Regulations and guidance.

13) No person shall park an aircraft on the public landing area, or the public aircraft ramp and apron area except at such places as may be prescribed or permitted by the Airport Manager. When in such an area, every aircraft shall be adequately tied down. The landing gear of every fixed wing aircraft shall be chocked with wheel blocks or other approved devices. Upon direction from the Airport Management, the operator of any aircraft shall move said aircraft from the place where it is parked or stored to any other designated place; if the operator refuses to comply with such direction, the Airport Management may tow said aircraft to such designated place at the operator's expense, and without liability for damage which may result in the course of such moving.

14) The basing and operation of personal and company owned aircraft at the Airport shall be by written agreement with the Airport Management or Fixed Base Operator in each case. If such aircraft are used for hire or other commercial purposes, they are required to have appropriate permits, including an appropriate written agreement with the Port Commission.

15) No person or firm shall repair an aircraft, aircraft engine, propeller or other aeronautical equipment or apparatus, nor employ a certified aircraft mechanic in any area of the Airport other than that specifically designated for such purposes by the Airport Management, except that minor adjustments may be made while the aircraft is on a loading ramp preparatory to departure. No fuel shall be placed in any aircraft by any person or company except by authorized vendors of aviation fuel so licensed for this operation by the Port Commission and as permitted in writing by the Port Commission.

16) Any person damaging any light or fixture shall report such damage to the Port Commission office immediately and shall be fully responsible for any costs required to repair or replace the damaged facility.

17) No person shall operate any radio equipment in any aircraft when such aircraft is in a hangar, except if radio maintenance is being performed on the aircraft.

18) Any use of available fire equipment must be promptly reported to the Airport Management so that extinguishers and other items can be serviced without delay.

2.3.2 Taxiing Rules

1) 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.



- 2) No aircraft shall be operated in a careless or reckless manner or taxied except at a safe and reasonable speed.
- 3) No fixed wing aircraft shall be operated on the Airport paved or turf surfaces unless it is equipped with a tail wheel or nose wheel and wheel brakes, except with the permission of the Airport Management. When any pilot of a fixed wing aircraft that is not equipped with adequate brakes receives permission from the Airport Management to taxi such aircraft, such pilot shall not taxi such aircraft near buildings or parked aircraft unless an attendant is at the wing of the aircraft to assist the pilot; PROVIDED, that an aircraft without adequate brakes shall not be taxied on the Airport, but shall be towed if it is necessary to move such an aircraft.
- 4) Aircraft awaiting takeoff shall remain behind the hold bars of the active runway in use and in a position so as to have a direct view of aircraft approaching for landing.
- 5) No aircraft shall taxi across an active runway without first coming to a complete stop before reaching the yellow intersection lines and ascertaining that no other aircraft is landing or taking off on the runway. Helicopters will not cross the runway until they are sure that fixed wing aircraft will not be concerned about such crossing.

2.3.3 Rotary Wing (Helicopter) Aircraft Rules

- 1) No rotary-wing aircraft shall take off from or land onto the general aviation parking apron. Rather, all rotary-wing aircraft are required to approach and depart the airport in accordance with standard operating procedures as designated by the FAA and/or airport management.
- 2) All rotary wing aircraft equipped with wheels will be permitted to ground taxi to the designated rotary-wing parking areas; whereas, all fixed-skid or non-wheeled aircraft will be permitted to hover taxi to the designated rotary-wing parking areas by following designated taxilane and taxiway centerline routes - provided that they remain east of the westernmost parking spaces.
- 3) Rotary-wing parking is designated on the easternmost row of apron parking unless otherwise designated by the airport manager. In order to minimize turbulence, rotary wing aircraft will not be permitted to test, run, start or otherwise operate their engines in any area west of the western row of aircraft parking.
- 4) Rotary-wing aircraft will not be permitted to hover taxi nor ground taxi beyond the westernmost row of parking in order to gain access to the self-service fuel pump. However, self-fueling of rotary-wing aircraft is permitted, provided that the aircraft can



be safely transported to and from the self-service facility without running the aircraft engines within the prohibited areas denoted.

2.3.4 Airport Traffic Pattern Rules

All activities, which are of an aeronautical nature and all flying of aircraft departing from or arriving at the Airport, shall be conducted in conformity with the current pertinent provisions of these regulations.

1) No more than 4 aircraft may be in the traffic pattern practicing continual touch and go maneuvers at the same time.

2) Rotary Wing Aircraft (helicopters) will utilize the same procedures, except that inbound traffic will maintain 500 feet altitude until commencing their initial approach. Helicopters should avoid the flow of fixed wing traffic and transition to a final approach to the Touchdown Pad on a course parallel to the runway, direction depending on wind conditions.

3) The active runway (or heliport) shall be determined by the runway (or touchdown pad direction) that is most closely aligned to the wind's direction as indicated by the airport wind tee. However, there will be instances in which aircraft are already operating in the pattern that are not using the runway most closely aligned to wind conditions. In such instances, the pilot in command should make a choice to enter the pattern and use the existing active runway along with the flow of existing traffic or to remain outside the pattern until it is clear of aircraft and then declare the most appropriate runway as the "active" runway. During calm or zero wind conditions all fixed wing landings will be to Runway 18. A left hand traffic pattern is established at the airport.

2.4 FUELING AND FLAMMABLES

No person shall use flammable, volatile liquids having a flash point of less than 100 degrees Fahrenheit in the cleaning of aircraft, aircraft engines, propellers, appliances, or for any other purpose, unless such operations are conducted in open air, or in a room specifically set aside and approved for that purpose; which room must be properly fireproofed and equipped with adequate and readily accessible fire extinguishing apparatus.

The procedures and precautions outlined in the criteria of the National Fire Protection Association (NFPA Pamphlet No. 410D, **Safeguarding Aircraft Cleaning, Painting and Paint Removal** and NFP A Pamphlet No. 410F, **Aircraft Cabin Cleaning and Refurbishing Operations**), will be adhered to in all cleaning, painting and refurbishing operations using flammable fluids, including the storage of such fluids.



2.4.1 Airport Fuel Dispensing Authorization and Charges

Only vendors with a permit or with contract with the GLPC are authorized to dispense fuel at the South Lafourche Leonard Miller, Jr. Airport.

No company or individual will be allowed to transport inflammable liquids into any aircraft area or to refuel aircraft on any portion of the property owned by the GLPC prior to securing authorization from the Port Commission.

Recipients of fueling authorization issued by the Port Commission shall adhere to the stipulations set forth and abide by Federal, State, and local rules and regulations pertaining to refueling operations.

All holders of permits to dispense fuel shall pay applicable flowage fees as established by the Port Commission. The fee for flowage includes all grades of aviation gasoline and jet fuels. Gallonage amounts upon which flowage fee is based will be determined by the Operator's submitting to the Secretary of the Port Commission, a duplicate invoice from the wholesale vender upon delivery.

2.4.2 Fueling and Defueling Aircraft

NFPA No. 407 shall govern the refueling, defueling, oil service and sumping of aircraft, the placing of fuels in storage tanks or dispensers.

1) No aircraft shall be refueled, defueled or oil serviced while aircraft is being warmed by application of heat, or while the aircraft is in a hangar or congested or an enclosed space.

2) No person shall smoke or permit any open flame within 100 feet of any aircraft undergoing fuel service or within at least 50 feet from any hangar or building.

3) Prior to the fuel servicing of any aircraft, it and the fuel dispensing equipment shall be grounded to a point or points of zero electrical potential in the order indicated below and, when complete, disconnected in the reverse order to prevent the possibility of static ignition of volatile liquids.

- ➔ Aircraft to apron or ground.
- ➔ Refueling unit to ground.
- ➔ Refueling unit to aircraft.



→ Refueling nozzle to aircraft.

- 4) No person shall perform or allow performance of any refueling operation during an electrical storm.
- 5) No person shall operate any radio transmitter or receiver or switch electrical appliances off or on in an aircraft during fueling or defueling.
- 6) During fueling or defueling of aircraft, no person shall use any material or equipment which is likely to cause a spark or ignition.
- 7) No person shall start the engine of any aircraft when there is any gasoline on the ground under such aircraft.
- 8) No aircraft shall be fueled or defueled while passengers are on board the aircraft unless a passenger loading ramp is in place at the cabin door of the aircraft, the aircraft door is in the open position, and a cabin attendant is present at or near the cabin door.
- 9) No airborne radar equipment shall be operated or ground tested on any area wherein the directional beam of high intensity radar is within 300 feet, or low intensity radar (less than 50KW output) is within 100 feet of another aircraft, an aircraft refueling operation, an aircraft refueling truck or aircraft fuel or flammable liquid storage facility.

2.5 FUEL USE, STORAGE, DISPOSAL AND SPILLAGE

Storage on Apron Area - Gasoline, oil and solvent drums or receptacles shall not be stored on apron and ramp areas.

Liquid Disposal - No fuels, oils, dopes, paints, solvents, or acids shall be disposed of or dumped in drains, on the ramp areas, catch basins or ditches or elsewhere on the Airport.

Cleaning of Floors - Floors of any building on the airport shall be kept clean and free from oil. The use of volatile flammable solvents for cleaning floors is prohibited.

Fuel, Oil and Solvent Spillage on Airport Surfaces - Fuel, oil and solvent spillage, left for prolonged periods on black-top surfaces of the outside aircraft parking and servicing areas of the airport create a serious deterioration condition on this type of pavement. In order to correct this condition, the following procedures shall be placed in effect:

- Spillage of oil, kerosene, gasoline, or any solvent, shall be washed away, absorbed, or otherwise "cleaned up" immediately by the responsible person. The use of sand or absorbent materials that can



be picked up and blown by aircraft prop wash, thus creating an eye hazard, is prohibited.

- No repairs, other than those of a minor nature, shall be permitted on any aircraft located on a terminal apron aircraft parking position.
- Airport Management shall be notified if the spill is over ten feet (10') in dimension or over 50 square feet in area; continues to flow; or is otherwise a hazard to persons or property.

2.6 GROUND TRANSPORTATION RULES

2.6.1 Airport Vehicular Traffic Rules

- 1) No person shall operate any motor vehicle on the Airport other than in strict accordance with the applicable Federal, State and Parish laws, codes and other similar regulatory measures, now in existence or as may hereafter be modified or amended.
- 2) It shall be unlawful for the operator of any vehicle to ignore or disobey the instructions of any official traffic sign placed in accordance with these regulations unless otherwise directed by a traffic officer.
- 3) Any person driving a motor vehicle on the Airport shall operate it in such manner that it is under safe and proper control at all times, weather and traffic conditions considered.
- 4) No person shall operate a motor vehicle of any kind on the Airport in reckless or negligent manner, or in excess of the speed limits posted or as prescribed by the Port Commission.
- 5) Unless otherwise posted, no person shall operate any vehicle other than authorized emergency and maintenance vehicles on the Airport at a speed in excess of 25 miles per hour (mph). The maximum speed permitted on the parking ramp aprons is 5 mph.
- 6) Pedestrians and aircraft shall at all times have right of way over vehicular traffic. All vehicles shall pass to the rear of taxiing aircraft. Both aircraft in the area as well as pedestrians should be cognizant of other moving aircraft on the airfield. However, aircraft operators will give right of way to pedestrians.
- 7) No persons operating a motor vehicle on the Airport shall fail to give proper signals, or fail to observe the directions of posted traffic signs.



- 8) No person under the influence of alcohol or other drug substances shall operate a motor vehicle or aircraft on the Airport.
- 9) No person shall ride on the running board, stand up in the body of moving vehicles, ride on the outside of the body of a vehicle, or with arms or legs protruding from the body of motor vehicles, other than crash, fire and rescue vehicles designed for standing personnel.
- 10) No person shall operate a motor vehicle upon the Airport which is so constructed, equipped or loaded or in such physical or mechanical condition as to endanger persons or property, or which has attached thereto any object or equipment which is towed, or drags, or swings, or projects so as to be hazardous to persons or property.
- 11) No person shall operate a motor scooter, truck or other motor vehicle in any hangar on the Airport without exhausts protected by screens or baffles to prevent the escape of sparks or the propagation of flame.
- 12) Any authorized vehicle with the intention of conducting any activity near the active runway or taxiways shall be equipped with clearly visible lighting and marking as specified in AC 150/5210-5, *Painting, Marking, and Lighting of Airport Vehicles* and operate according to AC 150/5210-20, *Ground Vehicle Operations on Airports*.
- 13) Before crossing runways or taxiways, drivers must insure by personal observation that no aircraft is approaching his position.
- 14) Emergency conditions existing at any time on the Airport air operations area will not mitigate or cancel these regulations. During such conditions, the driver of any vehicle will make certain that he does not move his vehicle in any direction unless specifically cleared to do so. The Airport Management or officer-in-charge shall determine when normal operations may be resumed.
- 15) The Airport Management is authorized to install such traffic control signs on the Airport as may be necessary in order to properly control and regulate vehicular traffic.
- 16) Any person found to be in violation of vehicular traffic or parking regulations as specified herein may be denied permission to operate a vehicle upon the Airport premises.
- 17) No person shall clean or make any repairs to vehicles anywhere within the Airport boundary other than in shop or other areas designated for such purposes, except minor repairs necessary to remove such vehicles from the airport, nor shall any person move, interfere or tamper with any vehicle or put in motion the engine or take or use any vehicle part, instrument or tool thereof without permission of the owner or satisfactory evidence of the right to do so presented to the Airport Management.



18) Unless otherwise authorized by the Port Commission, trucks in excess of 12,000 lbs. single axle load will not be permitted to operate onto airfield pavement including aprons, runways or taxiways. A fine of fifty (\$50) dollars and the cost of repairing any damage caused by such truck will be levied against the operator of any such truck.

19) All ground vehicles operating on active air operations surfaces must display a checkered flag in accordance with FAA AC 150/5210-5 and/or a yellow flashing beacon.

2.6.2 Automobile Parking

1) No person shall park a motor vehicle for loading, unloading or any other purpose on the Airport other than in the areas specifically established for parking, and in the manner prescribed by signs, lines or other means. No person shall abandon any motor vehicle on the Airport. No person shall park a motor vehicle in a manner which would obstruct roadways, nor in aircraft parking areas.

2) No person shall park a vehicle in any space marked for parking in such a manner as to occupy part of another marked space, nor shall any person park or stand any vehicle in any reserved or restricted areas so marked.

3) Person or persons found in violation of these traffic regulations pertaining to parking shall be cited for Parish violations under the applicable provisions of Ordinances.

4) Parking in designated public parking areas is open to all members of the public using the Airport.

5) All employees of organizations and agencies having tenancy in the airport's building areas shall park private vehicles in the employees' parking lots if provided, or in areas so designated by the Airport Management or organization/agency.

6) All service vehicles including utility company trucks, government-owned vehicles, delivery trucks, etc., shall park in specially reserved and marked areas as may be designated by the Airport Management.

2.6.3 Impounding of Vehicles

The Airport Management shall have the right to move and to impound any vehicles parked on Airport premises in violation of applicable rules and regulations. Any such vehicles may be released to the owner or operator thereof upon proper identification of the person claiming it and upon payment of all towing, storage and parking fees. Neither



the Port Commission nor its employees will be liable for damage or theft to the vehicles which might result during the act of removal or subsequent impounding.

2.7 RULES FOR AIRPORT OR AIRFIELD CLOSURES

2.7.1 Airport Closure

When the entire air operations area is rendered unsafe by a hazardous condition or as required to perform construction or maintenance improvements, the field will be declared closed and marked as follows:

A yellow cross will be placed at each runway end that is readily visible from the air in accordance with FAA Advisory Circular 150/5340-1J, "Standards for Airport Markings."

2.7.2 Marking and Lighting Closed Runways, Taxiways and Aprons etc.

Application of the standards and practices contained in AC 150/5340-1J, "Standards for Airport Markings," apply when there is a closed or hazardous area on the Airport or when a deceptive area exists and the Airport Management determines that an operational need requires such marking.

2.7.3 Notifications Required

The Airport Management will immediately report closed runways and taxiways, airport hazardous areas, and closed airports to the FAA Flight Service Station for NOTAM promulgation and for transmission to the National Flight Data Center for appropriate action.

2.8 SAFETY DURING CONSTRUCTION

FAA Advisory Circular 150/5370-2E, Operational Safety on Airports During Construction, shall govern all practices and provisions for construction at the South Lafourche Leonard Miller, Jr. Airport. In addition to this circular, the following guidelines apply to any construction work which may adversely affect the movement of aircraft within the airport operations area.

Prior to the development of contract specifications for construction activity affecting aircraft movement areas, safety requirements relating thereto should be coordinated between the Airport Management and appropriate representatives of the FAA to determine the restrictions required for the project's Special Provisions, which should result in a minimum of interference to aircraft operations.

Contractors will be financially responsible for any damages to airport facilities that are a



result of their own negligence. This includes aprons, taxiways, navigational aids, buildings, and other equipment not specifically denoted herein. All construction contracts **will** contain a provision requiring **immediate** repair or replacement following damage so as not to cause degradation of airport safety or operational efficiency.

2.9 VIOLATION OF RULES AND REGULATIONS

2.9.1 Default on Obligations

When any tenant, user or grantee is formally notified that he is held in default of any written or implied obligation for proper use of the airport, whether it be for breach of performance or service covenants or non-payment, he shall thereafter be billed for all losses of revenue, expenses incurred to re-establish performance or service, and other costs unless the tenant, user or grantee files with the Port Commission within ten (10) days of receipt of the formal notification a statement that corrective or preventative measures have been initiated and will diligently be carried to completion. If the promises contained in the statement are not fulfilled, the tenant, user or grantee will be considered in absolute default and appropriate legal steps shall be taken.

2.9.2 Violations

Violation of these rules and regulations shall subject the offender to administrative action as provided below and to legal action by the civil court in accord with R.S. 2:135(2) or punishment as provided under Louisiana Criminal Law. A violation of each and every rule, regulation or order shall be considered a separate offense.

Any person who fails or refuses to comply promptly with the rules and regulations contained herein following notice of violation by airport authorities, where such non-compliance interferes with the management, regulation or operation of the Airport and its facilities or creates any hazard or condition which endangers the public or Airport personnel, may be promptly directed to leave the premises of the Airport by the Airport Management. Failure to comply may be considered as either criminal mischief punishable under Criminal Law R.S. 14:59 or criminal trespass punishable under R.S. 14:63.3.

"Any person, firm or corporation convicted of violating any of these rules and regulations except those which constitute Aggravated or Simple Obstruction shall be fined no more than one hundred dollars (\$100.00) or imprisoned for no more than thirty (30) days, or both. On a second or subsequent offense, he shall be fined not more than five hundred dollars (\$500.00) or imprisoned for not more than six (6) months, or both."

Pursuant to Louisiana Revised Statute 14:96 entitled "Obstructing Highways of



Commerce":

"Aggravated obstruction of a highway of commerce is the intentional or criminally negligent placing of anything, or **performance of any act** on any railway, railroad, navigable waterway, road, highway, thoroughfare, or **runway of an airport** wherein it is foreseeable that human life might be endangered.

Whoever commits the crime of **aggravated** obstruction of a highway of commerce shall be imprisoned at hard labor for not more than fifteen years." (Emphasis added)

R. S. 14:97 stipulates that:

"**Simple** obstruction of a highway of commerce is the intentional or criminally negligent placing of anything or **performance of any act** on any railway, railroad, navigable waterway, road, highway, thoroughfare, or **runway of an airport**, which will render movement thereon more difficult.

Whoever commits the crime of simple obstruction of a highway of commerce shall be fined not more than two hundred dollars, or imprisoned for not more than six months, or both." (Emphasis added)

Such person may also be deprived of further use of the Airport and its facilities for such length of time as may be required to insure the safeguarding of the public interest. Any person deprived of the use of Airport facilities must apply to the Port Commission for reinstatement of the privileges of use.

2.9.3 Enforcement

The Airport Management, City, Parish, and State uniformed police officers or other representatives as designated by the Port Commission are empowered to require compliance with these rules and regulations. No authority is either hereby expressed or implied, however, that would permit any individual other than the Greater Lafourche Port Commission to change, alter or amend these rules and regulations, except as provided for in the section of this manual entitled "Emergency Powers of the Airport Management".

2.9.4 Use of Other Law Enforcement Agencies

In the event that situations arise that are beyond the capability of regular Airport personnel, outside law enforcement agencies may be called upon for assistance. Employees assigned by the Louisiana Department of Transportation and Development who have been issued badges and identification cards for such purposes have full



authority to require compliance with all of the rules and regulations as set forth in this manual.

CHAPTER 3

MINIMUM OPERATING STANDARDS





3.1 INTRODUCTION – MINIMUM OPERATING STANDARDS

The Greater Lafourche Port Commission (hereinafter referred to as the "Port Commission" or "GLPC"), as owner and operator of the South Lafourche Leonard Miller Jr. Airport (hereinafter known as the "Airport" or "Airport Management"), being responsible for all aspects of the administration of this public, general aviation facility, and in order to foster, encourage and ensure the economic growth and orderly development of aviation and related aeronautical activities at the airport by encouraging adequate aeronautical services and facilities for the users of the airport, has established certain standards and requirements for Commercial Aviation operators (hereinafter referred to as "operator") as provided in this report.

3.1.1 Purpose of Minimum Operating Standards

Owners of public airport facilities that obtain federal and/or state assistance have certain responsibilities and obligations to ensure business is being conducted without discrimination or prejudice and also to make certain that perspective commercial operators have the financial means, expertise and ability to conduct business at the airport. The following Minimum Operating Standards were developed to promulgate fair business practices and non-discrimination and also to protect the interest of the airport's existing and future business operators. For this purpose, the airport owner has developed the following standards for aeronautical activity at the South Lafourche, Leonard Miller, Jr. Airport. Prior to receiving permission to conduct an aeronautical activity or other endeavor on the airport, the person, firm, or corporation selected to perform the activity must meet the applicable requirements herein governing the type and quantity of facilities along with the quality and level of services that are offered to the public. These minimum operating standards shall be deemed a part of each commercial airport operator's lease, license, permit or agreement with or from the Commission unless any provisions are waived or modified by the Commission in the agreement.

3.2 DEFINITIONS

"Aeronautical Activity" or "Aeronautical Service" shall refer to any activity or service conducted at the airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, sale of aircraft parts, sale and maintenance of aircraft accessories, radio, communication



and navigational equipment, flying clubs and any other aeronautical or aviation related activity.

"Agreement" shall refer to the written agreement between the GLPC and an operator specifying the terms and conditions under which the operator may conduct any aeronautical activity or perform any aeronautical service. Such agreement shall recite the terms and conditions under which the activity or service will be conducted at the airport including, but not limited to, term of the agreement, rents, fees and charges to be paid, and the rights and obligations of the respective parties.

"Aircraft" shall be construed broadly to include any device used or designed for navigation or flight in the air, regardless of FAA registration or licensure, including, but not limited to, airplanes, gliders, helicopters, gyrocopters, ultralights, balloons, and blimps.

"Aircraft Operation" shall refer to the movement of any aircraft on airport property and including, without limitation, the landing, take-off, and taxiing of aircraft at the airport.

"Aircraft Owner" shall refer to the person(s) and/or entity(ies) holding legal title to an aircraft and including person(s) and/or entity(ies) having exclusive and lawful possession of an aircraft.

"Aircraft Storage" shall refer to the temporary or long-term parking or storage of aircraft and as further confined to within those areas of the airport depicted on the Airport Layout Plan (ALP) or as expressly permitted by airport management in writing and subject to all terms and conditions imposed thereon.

"Airfield Operations Areas" or "AOA" shall refer to any area of the airport used or intended to be used for landing, takeoff, or the surface maneuvering of aircraft.

"Airport" shall refer to South Lafourche, Leonard Miller Jr. Airport and includes all land, facilities, pavement, and other real property and improvements owned by the Greater Lafourche Port Commission that is located within the boundaries of said airport, as it presently exists on the most recently approved Airport Layout Plan or amended airport property map drawing which denotes the airport property boundary.

"Airport Layout Plan" or "ALP" shall refer to the most recently approved plan or drawing depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, NAVAIDS, etc. The ALP is a component of the airport's Master Plan.



"Airport Management" shall refer to the person or persons appointed and authorized by the Greater Lafourche Port Commission to administer and manage all operations of the airport and airport facilities, and to supervise airport projects. Moreover, airport management is the person or persons having the authority to make decisions on behalf of the GLPC.

"Based Aircraft" shall refer to any aircraft which the aircraft owner physically locates or stores at the airport.

"Building" shall refer to any existing or planned facility, hangar, or T-Hangar of steel, concrete, concrete block, or substantial metal or block construction on a concrete foundation, affixed to land within the airport, and at such location as has been duly approved by the GLPC. The erection, construction or expansion of any building after adoption of these standards shall be pursuant to all applicable zoning regulations and building codes.

"Exclusive Right" shall refer to any power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right.

"FAA" shall refer to the Federal Aviation Administration, a federal agency within the United States Department of Transportation which has primary responsibility over air travel and transportation within the United States.

"General Aviation" shall refer to all phases of aviation other than military or scheduled commercial activity. General Aviation includes both business and recreational travelers.

"GLPC" or "Port Commission" shall refer to the Greater Lafourche Port Commission and is generally construed as the entity under which airport management shall refer.

"Lease" shall refer to the written contract between airport management and an operator (Lessee) specifying the terms and conditions under which an operator may occupy or operate from certain designated airport facilities and/or property.

"Lessee" shall refer to any person or entity that has entered into a lease directly with airport management regarding property located on airport property.

"Master Plan" shall refer to the current master plan report and the scaled dimensional layout of the entire airport, indicating current and proposed usage for each identifiable segment as approved by the GLPC, airport management, and the FAA.

"Minimum Operating Standards" or "Standards" shall refer to the qualifications, criteria, and standards established in this document by the



governing authority of the airport as the minimum requirements that shall be met by all commercial operators within the airport.

"Non-Aviation Lease" shall refer to any lease of airport property that does not require access to airfield facilities including aprons, taxiways, and runways.

"Operator" shall refer to lessee, tenant, or other aeronautical or non-aeronautical product or service provider that intends to, or that currently conducts business within the property boundaries of the airport.

"Parish" shall refer to Lafourche Parish or Lafourche County

"Payment Bond" - Sometimes also called a "labor and materials bond," this bond guarantees that bills owed by the contractor to subcontractors for their labor and materials will be paid as they come due. The agreement may be incorporated into the performance bond.

"Performance Bond" shall refer to a surety bond posted by a contractor guaranteeing full performance of a contract with the proceeds to be used to complete the contract or compensate for the owner's loss in the event of nonperformance.

"Permit" shall refer to any administrative document of approval issued by a local governing authority to any person to construct or improve a facility or to conduct a particular activity.

"Person" as used in these standards shall refer to any individual or individuals, corporation, firm, partnership, association, organization and any other group acting as an entity, or combination thereof, and further includes any trustee, receiver, assignee or similar representative thereof.

"Rules and Regulations" or **"Rules"** shall refer to the rules and regulations approved by the GLPC as established in this document. These rules are applicable to all who conduct business at or whom use or enter the airport or airport facilities. The Rules and Regulations may be amended from time to time by airport management.

"Sublease" shall refer to any written agreement, approved by the GLPC and airport management, stating the terms and conditions under which a third party operator leases space from a lessee for the purpose of providing aeronautical activities or services at or within the airport.

"Variance" shall refer to any approved deviation or waiver from the requirements of these minimum operating standards provided herein.



3.3 GENERAL PROVISIONS

3.3.1 Exceeding of Minimum Operating Standards

The requirements set forth herein are the minimum standards which are applicable to each type of business that conducts commercial aeronautical activities at the South Lafourche Leonard Miller, Jr. Airport. The fact that these standards have been established in no way guarantees that sufficient insurance coverage, space, or other amenity is adequate to satisfy the needs of each type of operation. For this reason, each business is encouraged to exceed such minimum standards whenever possible.

3.3.2 Waiver of Modification of Standards

The airport management or their designated representative may waive or modify any portion of these minimum operating standards for the benefit of any governmental agency that performs non-profit services such as fire-fighting, disaster relief, and emergency operations. In addition, airport management may also waive or modify any portion of these minimum operating standards for any person when it is determined that such waiver or modification is in the best interest of the Port Commission provided that it will not result in unjust discrimination among existing commercial airport operators. The mere omission of any particular standards from a commercial airport operator's written lease, license, permit or agreement with the Commission shall not constitute a waiver or modification of such standard in the absence of clear and convincing evidence that the Commission intended to waive or modify such standard.

3.3.3 Updating of Minimum Operating Standards

The Minimum Standards may be supplemented, changed, modified or amended by the Port Commission from time to time, and in such manner and to such extent as is deemed proper, provided that prior to any amendment or supplement to these Minimum Standards, all operators at the airport will be given written notice of the proposed amendments and/or supplements and a hearing will be held, if requested, not less than ten (10) nor more than fifteen (15) days after the date of said written notice, at which time, any operator may appear in person or by counsel to state his objection, if any, to such proposed amendments and/or supplements; provided further that no such amendments or supplements shall affect any contractual relationship presently existing between the Port Commission and operators; provided finally that any lease, contract or agreement, entered into with applicant after the amended or supplemented Minimum Standards are adopted by the Port Commission, shall be terminated or cancelled in the event of failure to comply with any modification or amendments to these Minimum Standards, after notice thereof shall have been given.



3.3.4 Prohibition of Exclusive rights

In accordance with the FAA Airport and Airway Improvement Act of 1982, all airports that have been developed or improved with federal grant assistance are required to operate for the use and benefit of the public for all types of aeronautical activity without permitting an exclusive right. However, an airport can deny any operator the right to engage in any activity that negatively affects safety and/or efficiency or any activity can also be denied if the Greater Lafourche Port Commission (GLPC) itself chooses to be the sole provider of an aviation service or services at the airport. The FAA is the final authority in determining what constitutes a compromise in safety.

3.3.5 Indemnification

Any person that accesses or uses the airport or any of its facilities and/or the person's employees, contractors, successors, assignors and guarantors, shall indemnify, defend, pay and hold the Greater Lafourche Port Commission, its agents, employees, commissioners and representatives harmless from all claims, demands, charges, penalties, obligations, fines, administrative and judicial actions or proceedings, suits, liabilities, judgments, damages, losses, costs and expenses arising from said access or use of the airport. These expenses include but are not limited to the reimbursement of reasonable attorney's fees incurred in defending against such actions, or from any other act or omission of said person including, without limitation, the discharge of any duties or the exercise of any rights or privileges pursuant to this chapter or any regulations or minimum operating standards promulgated hereunder. This section applies, without limitation, to claims of personal injury, bodily injury, sickness, disease or death, and to claims of property damage destruction or other impairment including claims of environmental property damage (including, without limitation, cleanup, response, removal and remediation costs).

3.3.6 Compliance with Federal, State and Local Regulations

These Minimum Standards and Requirements are not intended to be all-inclusive as the operator of a commercial venture who is based on the airport will be subject additionally to applicable federal, state, and local laws, codes and ordinances, and other similar regulatory measures, including the Airport Rules and Regulations as specified herein. Although this document will identify several regulations, statutes and other guidance that may be applicable to a specific activity, it is ultimately the operator's responsibility to keep informed of all federal, state, and local rules and regulations pertaining to his business. The operator shall at all times comply with the Airport Rules and Regulations, federal, state, and municipal laws, ordinances, codes, and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific



type of operation contemplated by him. In addition, the operator shall procure and maintain during the term of the agreement all licenses, permits, and other similar authorizations required for the conduct of his business.

3.3.7 Violations / Resolutions / Port Commission Judgments

On occasion, a need may arise to deal with a person, firm, or corporation that has a dispute or that is found providing or engaging in some service or activity which is deemed unsafe or not in the public's best interest. There are basically three types of individuals that fall under this category – non-tenant violator, tenant violator, and tenant dispute resolutions. Each of these types of individuals requires a different method of resolution due to their relationship with the GLPC. The following sections define each type of person along with the order of actions to be taken to resolve such issues:

Non-tenant violator – is a person or firm that is identified engaging in any airport activity without receiving prior permission from the GLPC. These types of violators include but are not limited to flight instructors or mechanics that provide their services on airport property but without prior permission from the GLPC and/or without meeting the minimum operating standards specified herein. Non-tenant violators will be addressed in the following order:

- 1) GLPC receives and validates issue or complaint.
- 2) GLPC determines whether violation is a safety concern or whether verbal warning has previously been given. If yes, skip to step 4.
- 3) File will be started and activity will be monitored. Airport management will attempt to contact individual to provide verbal warning.
- 4) GLPC will start or update file and write a letter describing violation ordering individual to cease and desist immediately.
- 5) Law enforcement will be notified of trespass violation.
- 6) Fines, court proceeding and/or prosecution as determined by law.

Tenant violator – is an existing tenant (person or firm) that has a contractual agreement with the GLPC and who is found in violation of the terms and conditions of that agreement or the minimum operating standards and/or that is identified providing services beyond the scope of the agreement. This category includes tenants that provide maintenance for hire, aircraft for hire, or that perform flight instruction without a provision in their agreement to do so. Tenant violators will be addressed in the following order by airport management:

- 1) GLPC receives and validates issue or complaint.
- 2) GLPC determines whether violation is a safety concern or whether verbal warning has previously been given. If yes, skip to step 4.
- 3) File will be started and activity will be monitored. Airport management will attempt to contact individual to provide verbal warning.



- 4) GLPC will start or update file and write a letter describing violation and will order individual to cease and desist immediately.
- 5) Should the violator fail to timely comply with the writtern oder, the issue will be presented to the Port Commission for discussion and the GLPC will make a final judgment within 30 days of said discussion.
- 6) tenant conformance, lease renegotiation, or waiver (depending upon the GLPC's prior judgment).
- 7) Lease Termination.

Tenant dispute resolutions – is a tenant (person or firm) that may not necessarily be found in violation but has a difference of opinion or discrepancy regarding the terms and conditions of their agreement with the GLPC or to the minimum operating standards. An example is a tenant that currently meets all minimum standards for insurance coverage but feels that they are not required to purchase all required insurances because of their interpretation of the lease agreement. Tenant dispute resolutions will be addressed in the following order:

- 1) GLPC receives and validates issue and/or complaint.
- 2) GLPC internal review of complaint and develops an internal resolution proposal.
- 3) GLPC will create a special commission agenda item for discussion. GLPC will review and make a final judgment within 30 days of presentation.
- 4) Tenant conformance, lease renegotiation, or waiver (depending on GLPC's prior judgment)
- 5) Lease will be terminated or legal action will be taken by the GLPC in order to enforce terms and conditions of contract.

3.3.8 Activities Not Covered in Minimum Operating Standards

All activities for which there are no specific minimum standards set forth herein shall be subject to the standards and provisions as developed by the airport management on a case-by-case basis and set forth in such commercial airport operator's written lease or agreement with the Commission. After a lease agreement has been written with a lessee whose activities were not covered under the minimum operating standards, the lease terms, conditions and requirements within shall exist as the standard for future operators that intend to provide similar aeronautical services at the airport.

3.3.9 Quality and Scope of Services

Lessee, its tenants, and sub lessees shall have the right to and shall conduct a first-class commercial aviation service in accordance with the Minimum Standards and Requirements for the Conduct of Aeronautical Services and



Activities, adequate at all times to meet the demands for such service on the airport. Lessee, its tenants, and sub lessees agree to conduct said business in a proper and courteous manner and to furnish good, prompt, and efficient commercial aeronautical services at all times.

3.3.10 Aircraft Service by Aircraft Owner / Operator

It is clearly understood and agreed to by any Lessee that no right or privilege has been granted which would prevent any person, firm or corporation operating aircraft on the airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that it may choose to perform.

3.3.11 Airport Obstructions

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the airport which, in the opinion of the Lessor, would limit the usefulness of the airport or constitute a potential hazard to aircraft navigation or to the general safety of the airport operation. CFR Title 14 Part 77.13 states that any person/organization who intends to sponsor any of the following are required to file form 7460-1:

- any construction or alteration exceeding 200 ft above ground level
- any construction or alteration : within 20,000 ft of a public use or military airport which exceeds a 100:1 surface from any point on the runway of each airport with at least one runway more than 3,200 ft.
- within 5,000 ft of a public use heliport which exceeds a 25:1 surface
- any highway, railroad or other traverse way whose prescribed adjusted height would exceed that above noted standards
- when requested by the FAA
- any construction or alteration located on a public use airport or heliport regardless of height or location.

Lessee shall, upon approval by Lessor and prior to any design or construction of any nature within the boundaries of the airport, prepare and submit FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77. Those persons planning to construct on airport property can file online at <https://oeaaa.faa.gov/oeaaaEXT/portal.jsp> or can submit FAA Form 7460-1 through postal mail to:



Express Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Service, AJR-
32
2601 Meacham Boulevard
Fort Worth, TX 76137-0520.

Those planning to construct adjacent or off-airport property must apply via postal mail by submitting the form to:

U.S. Department of Transportation
Federal Aviation Administration
Southwest Region Airports Division
ASW 640
2601 Meacham Boulevard
Fort Worth, TX 76137-4298
Voice: (817) 222-5600
Fax: (817) 222-5984

The applicant must allow at least ninety (90) days for FAA review and approval of the aforementioned notice. A copy of FAA Form 7460-1 should also be provided to both the Lessor and to the Aviation Safety and Compliance Officer, Louisiana Department of Transportation and Development Aviation Division, P.O. Box 94245, Baton Rouge, Louisiana, 70804-9245. The State of Louisiana comments will be received as required by Section 2.6 and 2.8 of the Louisiana Revised Statutes.

3.3.12 Port Commission's Rights

The Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

In the event of breach of any of the aforementioned nondiscrimination covenants, the Port Commission shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

The Port Commission reserves the right to further develop or improve landing area of the airport as it sees fit, and without unreasonable interference or hindrance from its tenants or users. If the physical development of the airport requires the relocation of operator-owned facilities, the Port Commission agrees



to provide a comparable location without any unreasonable interruption to the operator's activities, and agrees to relocate all operator-owned buildings or provide equal or better facilities for use by and at no additional cost to the operator.

3.3.14 Miscellaneous Commercial Activities

No aircraft owner or aviation organization shall engage in any activities of any type at the South Lafourche Leonard Miller, Jr. Airport unless prior permission and certification is obtained from the Port Commission.

No person or firm shall engage in flight instruction at the airport unless prior permission has been obtained from the GLPC in the form of a lease agreement. Prior to giving such instruction he must also registered his current Certified Flight Instructor's (CFI) certificate with the airport management and also file a certificate of insurance, said insurance to be for the protection of the Port Commission, instructor and student; no person holding only a student permit will be allowed to solo an aircraft from the airport unless under the direct supervision of a pilot holding a valid instructor's certificate of the proper grade and rating. Said instructor must be in attendance at the airport during the period in which the flight is made.

No person or firm' shall employ the services of a certificated Airframe and Powerplant (A&P) mechanic or Authorized Inspector (IA) unless such mechanic or inspector is in the full-time employ of said person or firm, or is in the employ of a Fixed Base Operator or specialized Aviation Operator who has a current lease agreement with the Port Commission.

3.4 GENERAL LEASE PROVISIONS

Unless expressly excluded in the terms and conditions of a particular lease agreement, the following provisions apply to all lease agreements between the GLPC and its airport tenants.

3.4.1 Subordination of Lease

Any lease signed between the GLPC (lessor) and an airport operator (lessee) shall be subordinate to the provisions of any existing or future agreement between the lessor and the United States Government, relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport. This subordination includes, but is not limited to, the right of the Port Commission, during times of war or national emergency, to lease the landing area, or any part thereof, to the United States Government for military



or naval use. Insofar as the provisions of any such airport lease are inconsistent with the provisions of such a lease to the Government shall be suspended. Those inconsistent provisions shall be suspended and the provisions of the U.S. Government shall control for the duration of the U.S. Government lease.

3.4.2 Right of Entry

Airport management may enter upon the premises leased to the operator at any reasonable time, and for any purpose necessary incidental to, or connected with, the performance of the operator's obligations under the agreement or in the exercise of their function as Port Commission.

3.4.3 No-Sham Affidavit

All terms and conditions with respect to this lease are expressly contained herein, and the operator agrees that no representative or agent of the Port Commission has made any representation or promise with respect to this lease not expressly contained herein.

3.4.4 Termination

Upon the expiration or other termination of any agreement, the operator's rights to the premises, facilities, other rights, licensed services and privileges granted in the agreement shall cease, and the operator shall, upon such expiration or termination, immediately and peacefully surrender such.

3.4.5 Assignment

All covenants, stipulations and provisions in the agreement to be entered into shall extend to and bind the legal representatives, successors and assigns.

3.4.6 Subleases

The operator/lessee shall not be afforded the right to sublease or assign an agreement or any portion thereof, between himself and the Port Commission except with the express written permission of the Port Commission. Regarding this permission, the overriding concern of the GLPC shall be that the aeronautical service activities performed by the operator seeking the permission to assign his agreement will not conceivably be interrupted, abrogated, compromised or diminished in order that good quality services are maintained in the public interest.

Similar to the original lessee, subtenants are required to comply with all minimum operating standards, airport rules and regulations and insurance requirements and shall honor the lease provisions of the original lessee as if it were written



between the GLPC and the subtenant himself. In some instances, the original lessee, who currently meets all minimum operating standards and insurance requirements, may choose to allow the subtenant to operate within the lessee's umbrella of minimum standards and insurance coverage. In such a case, the lessee shall obtain prior permission from the GLPC to operate in such a manner. After receiving approval from the GLPC to operate in this manner, a formal lease (sublease) agreement between the lessee and the subtenant denoting the terms and condition of the lease should be submitted and approved by the GLPC prior to executing such lease agreement. After such agreement is executed, a copy of the sublease agreement shall be sent to the GLPC for their records. In addition, the subtenant's name along with a description of his services should be amended to the original lessee's insurance policy(s) and a copy of the amended policy(s) shall be provided to the GLPC for their records as well.

3.4.7 Lease and Operations Agreement

Prior to the commencement of operations, the prospective operator will be required to enter into a written agreement with the Port Commission. Said agreement will recite the terms and conditions under which he will operate his business on the airport, including, but not limited to, the term of the agreement; fees and charges; the rights, privileges and obligations of the respective parties; and other relevant covenants. It should be understood, therefore, that neither the conditions therein contained nor those set forth in these Minimum Standards and Requirements represent a complete recitation of the provisions to be included in the written agreement. Such contract provisions however will neither change nor modify the Minimum Standards and Requirements.

The authority to equip, improve, establish fees and charges, and lease the airport facilities is provided by R.S. 2:135.1A, in pertinent part:

"A. Airport districts, airport authorities, and other political subdivisions, including the New Orleans Aviation Board, which establish or operate airports or landing fields or which acquire or set apart immovable property for such purpose may:

(1) Construct, equip, improve, maintain, and operate the same or vest authority for the construction, equipment, improvement, maintenance, and operation thereof, in an officer, board, or sponsor of such political subdivision. The expense of construction, equipment, improvement, maintenance, and operation is a responsibility of the sponsor or its vested authority.

(2) Adopt regulations and establish charges, fees, and tolls for the use of such airports or landing fields, fix penalties for the violation



of regulations, and establish privileges to enforce payment of the charges, fees, and tolls, except that such authority will not be used to discriminate against the use of such airports or landing fields by any legitimate aviation interest.

(3) Lease to any person, as defined in this Title, areas for operations space, improvements, including industrial development, and equipment on such airports or landing fields; provided that all leases of land, improvements, or equipment, except as hereinafter provided, shall be by public bid under the provisions of the Public Bid Law, R.S. 38:2181 et seq., or under the provisions on leases of public lands, R.S. 41:1211 et seq."

The terms are set forth in Paragraph B (1):

"(a) The public bid requirement provided for by Paragraph A(3) shall be at the option of the sponsor when such sponsor is leasing operations space of less than two hundred fifty square feet.

(b) The advertisements shall set forth a description of the property to be leased, the time when bids therefor will be received, and a short summary of the terms, conditions, and purposes of the lease to be executed. The public bids provided for in this Part shall be secret, sealed bids and shall be mailed or delivered to the lessor at its domicile address. The advertisements provided for in this Section shall constitute judicial advertisements and legal notices as required in accordance with the provisions of Chapter 5 of Title 43 of the Louisiana Revised Statutes of 1950. At the date and hour mentioned in the advertisement for consideration of bids, the bids shall be publicly opened by the lessor at its office.

(c) The lessor shall accept only the highest bid submitted which yields the greatest benefits to the public in services and financial return to it by a person or persons who meet all of the conditions of this Part. The lessor shall have the right to reject all bids.

(d) The lessor may execute any lease granted under such terms and conditions that it deems proper or as otherwise provided in this Part.

(e) All leases signed by the lessor shall be executed in sufficient counterparts to be disposed of as follows: one copy shall be furnished to the lessee; one copy shall be recorded in the conveyance records of each parish in which the land lies; one copy shall be furnished to the secretary



of the Louisiana Department of Transportation and Development; and one copy shall be retained in the records of the lessor."

Additional terms are set forth in Paragraph D, which states that:

"Where the lessor has constructed or contemplates the construction of a building or other improvements in order to expand the services of the airport, the lessor may execute a lease for a period not to exceed twenty-five years and provide for a monthly or annual rental, payable monthly or annually in advance, and advertise in accordance with Subsection A, such lease may provide for the option to renew on stipulated conditions, without further advertising or competitive bidding, for periods not to exceed an additional twenty-five years."

However, Paragraph F states:

"Notwithstanding any provisions of law to the contrary, no municipality, parish, airport district, airport authority, or other political subdivision may grant a lease of an entire airport nor may the public be deprived of its rightful, equal, and uniform use of the airport or landing field or portion thereof, except at such times as may be required in the interest of public safety and no exclusive concession, license, or lease agreement may be made relative to the business of servicing, repairing, or furnishing of supplies for aircraft, or the sale, rental, or leasing of aircraft or flight instruction. Prospective lessees providing such services must have complied with the minimum aeronautical standards established by the lessor and approved by the office of aviation of the Department of Transportation and Development."

and Paragraph G states that:

"Lease agreements entered into with fixed-base operators prior to June 22, 1978, may be amended so as to provide for an initial or primary term of up to thirty years and optional extension terms of up to an additional twenty-five years without advertising or competitive bidding, with the terms, conditions, fees, and rentals in such lease agreement to be agreed upon by the authority and the fixed-base operator."

Minimum rental rates shall be as currently established by the Port Commission.

Unimproved land net rate assumes construction of improvements which will become the property of the lessor at the end of the lease period. Where no improvements are provided by tenant, land rental cost will be increased in accordance with the lease agreement.



3.4.8 Site Development Standards

All areas leased from the airport shall provide for auto parking as indicated in the Minimum Operating Standards or in a manner approved by the Port Commission and all buildings shall provide for an office and approved rest room facilities.

The operator will be required to maintain his exclusively leased area in an adequate manner at all times, subject to the approval of the Port Commission. Such maintenance shall provide for safe operating conditions in the area exclusively leased by the operator.

For construction of any new facilities financed by the operator, he will be subject to the standards of development as they are contained in the Airport Master Plan or as otherwise prescribed by the Port Commission, the FAA, or the LADOTD. The Port Commission, with the concurrence of the State and/or the FAA, must approve the plans and specifications prior to construction and the contractor must file a notice of proposed construction (form 7460-1) as described in section **3.3.11 Airport Obstructions**.

Any proposed construction performed by a tenant or by a contractor under the direction of a tenant shall first submit plans and specifications to the GLPC for their review and approval. Any closures of taxiways and/or runways that may be required as a result of the proposed construction shall be marked and lighted in accordance with FAA criteria as is outlined in **Chapter 2, Section 2.7**.

3.4.10 Personnel

The operator shall have in his employ, and on duty during operating hours, trained personnel in such numbers as are required to meet the Minimum Standards and Requirements set forth herein, in an efficient manner for each aeronautical service being performed. Where activity levels so warrant, the operator shall also provide a responsible person in the office to supervise the operations in the leased area on the airport and with authorization to represent and act for and on behalf of the operator during all business hours. All personnel required to hold Federal Aviation Administration certificates and ratings that offer aeronautical services shall maintain such certificates and ratings on a current basis.

3.4.11 Maintenance of Leased Premises

Maintenance of pavement constructed by the State or Port Commission shall be the responsibility of the Port Commission.

Each operator shall maintain the pavement he may construct. The Port



Commission shall maintain the structure and exterior of any buildings it may erect and own unless expressly written in the contract between airport management and the lessee. The maintenance of any such Port Commission-owned buildings leased or rented to the operator, along with the utility costs and cost for trash removal shall be borne by the operator. Utility line maintenance outside the operator's delineated property boundary shall be the Port Commission's responsibility. Grass mowing and landscape maintenance within each operator's leased area shall be his own responsibility.



3.5 MINIMUM OPERATING STANDARDS BY ACTIVITY TYPE

3.5.1 Fixed Base Operator

A Fixed Base Operator or FBO is any full service commercial aeronautical service provider that engages in the following activities:

- Fuel Sales
- Fuel and Lubrication Servicing
- Ramp parking and tie-down
- Public amenities such as restrooms and telephones
- Flight planning and flight service facilities
- Loading, unloading and towing of aircraft
- Ground support equipment including aircraft tugs, air compressor, battery chargers, energizers and starters, ground power units.
- Hangar storage (within FBO's leased or constructed facilities)

A fixed base operator shall comply with all of the standards and requirements contained in this article. In addition, a fixed base operator may engage in any general aviation specialty service activities identified in **Section 3.6** (and which are not specifically required by this section) upon meeting all standards identified for those activities with the exception of those standards related to minimum required office space.

Minimum Operating Standards for Fixed Based Operators (FBO)

1. Each FBO shall have his premises open and services available at least 10 hours a day, 7 days a week, and shall make provision for at least one qualified and trained individual to be in attendance in the office at all times during the required operating hours. An Emergency "on call" service phone number will be displayed at the FBO entrance during off duty hours.
2. Each FBO shall conduct its operations and provide for no less than 35,000 square feet of ramp area space and with no less than 1,280 square feet of floor space for office, customer lounge, and permanent rest rooms. In addition, ramp area space shall accommodate the following:
 - ➔ Airplane Design Group II aircraft (wingspans up to 78 feet)
 - ➔ Transient parking for a minimum of 10 aircraft
 - ➔ Circulation taxilanes around aircraft operating area; and
 - ➔ Adequate area to simultaneously accommodate transient activities while emptying aircraft from hangar(s).



3. The operator shall lease from the Port Commission an area of not less than one-half (1/2) acre of ground space on which shall be erected a hangar providing at least 5,000 square feet for hangar storage and/or maintenance activities.
4. Each person engaging in the operation of the FBO shall employ at least one (1) responsible and qualified person possessing required certification to supervise the operations in the leased area with the authorization to represent and act for and on the behalf of the firm during all normal work hours. Such person shall further employ sufficient trained personnel to meet minimum standards in an efficient manager during scheduled working hours.
5. A fixed base operator may subcontract any of the activities identified in **Section 3.5.1** provided that the subcontractor adheres and agrees to the terms and conditions of the original lease. In addition, an FBO may subcontract any activity identified as an SASO activity in **Section 3.5.2** provided that such subcontractor meets the minimum requirements and that he operates from the fixed base operator's premises in such areas as approved by airport management. Furthermore, any subletting of space or subcontracting of services will require prior approval from the GLPC.
6. Each FBO shall provide public telephone facilities for customer use and telephone service connections to the Flight Service Station and/or the United States Weather Bureau. In addition, each FBO shall provide at least one (1) public telephone with 24-hour access.
7. Each FBO shall ensure that the piling and storage of crates, boxes, barrels and other containers will not be permitted within the leased premises.
8. Each FBO shall provide, within the leased area, adequate parking for customers and employees in accordance with all applicable zoning regulations and building codes.
9. Each FBO shall maintain, continuously in effect at all time while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured. Each FBO shall perform its own analysis to determine if additional insurance is required.



Minimum Standards for Fixed Base Operators Dispensing Aircraft Fuel

1. Each FBO shall secure and maintain all licenses and permits required by Federal State and County laws, rules and regulations for the transporting and dispensing of fuel.
2. Each FBO shall have and maintain at least one (1) metered and filter-equipped aircraft fuel dispenser, as approved by all governmental authorities having jurisdiction, for dispensing aviation fuel from an approved above-ground storage tank having a minimum capacity of 5,000 gallons.
3. Mobile dispensing equipment shall have a total capacity of at least 500 gallons for each grade and/or type of fuel provided.
4. Each FBO shall ensure that maintenance of pumping equipment meets all applicable safety and other regulatory requirements and have reliable metering, filtering and grounding devices subject to independent inspection.
5. Each FBO shall maintain an adequate supply of fuel at all times; further, each FBO shall secure and maintain an ongoing contract with a bona fide fuel supplier to ensure that there will be a continuous supply of appropriate aircraft fuel delivered upon request.
6. Each FBO shall maintain an adequate inventory of generally accepted grades of aviation engine oil and lubricants.
7. Each FBO shall ensure the lawful and sanitary handling and timely disposal, away from the airport, of all solid waste, regulated waste and other materials including, but not limited to, used oil, solvents and other regulated waste.
8. Each FBO shall provide for, on a regular and ongoing basis, appropriate training programs for all personnel involved in the transport and/or dispensing of fuel.
9. Each Fixed Base Operator or hangar operator shall keep a log of the visiting or itinerant aircraft serviced by him or using his facilities on the airport during the hours of operation. The log shall contain at least the following information:

Make and model of plane, and the Registration Number.



The following entries are optional, though it should be remembered that information concerning airport activity levels is the prime factor in gaining additional airport improvements and such information should be recorded whenever possible.

- a. Owner of plane.
- b. Number of passengers.



3.5.2 Self-Fueling Operator

A self-fueling operator is a person other than a Fixed Based Operator who desires to store and dispense fuel from facilities and equipment provided by the owner into aircraft specifically owned or leased by the self-fueling operator. Self-fueling operators may only purchase and dispense fuel for their own usage and therefore cannot sell fuel to any individual except to other airport FBOs during special circumstances and with prior written permission from the GLPC.

Per the FAA, all entities shall be afforded fair and reasonable opportunity without unjust discrimination to perform self-fueling activities. However, the FAA also permits airports to develop and enforce standards for self-fueling operators provided that they are distributed equally to all self-fueling operators without discrimination. Under these guidelines, the GLPC has developed the following standards for any person or entity who desires to perform self-fueling operations.

Minimum Standards for Self-Fueling Operators

1. Any person or entity that desires to perform self-fueling operations is required to obtain a permit from airport management. A permit will be given by the GLPC only after the operator has demonstrated that all applicable minimum operating standards herein have been met and after the operator has provided proof that all/any aircraft fueled by the operator are owned or leased directly to the person or entity applying for such permit.
2. Permittee shall provide fuel purchase records (from their supplier) to the GLPC during each calendar month. These records will be used to calculate applicable fuel flowage fees.
3. Permittee shall keep and maintain fuel records of each type and gallons of fuel delivered and purchased for GLPC audit.
4. The use of a portable or transportable fuel tank for delivery to aircraft is acceptable provided that all standards and guidelines as specified in NFPA 407 are met. However, the sole storage of fuel in a transportable and portable fuel tank on airport property is prohibited. Portable and transportable fuel tanks/trucks are to be parked in accordance to NFPA 407 or in an area designated by the GLPC.
5. Prior to transporting fuel onto airport property, the permittee shall provide the GLPC with a Spill Prevention and Control Plan (SPCC) in accordance and in a format as specified by the Louisiana Department of Environmental Quality (DEQ).



6. All fuel and fuel storage and dispensing equipment shall meet all applicable federal, state, and local guidelines including FAA Advisory Circulars, American Standard Testing Method (ASTM) D-910 for AV-Gas, ASTM D-1655 for Jet Fuel and ASTM D-439-58 for automobile gas, and in accordance with the National Fire Protection Association (NFPA) 407.
7. Prior to the first usage of any self-fueling apparatus, the permittee shall have such apparatus inspected and approved by the local Fire Marshall. The fire department and/or other agencies may require additional future inspections without prior notice.
8. No self-fueling shall be permitted in any hangar. All fueling activities shall be conducted outdoors and only in such areas as designated by the GLPC.
9. Permittees shall have a 2A10BC fire extinguisher or other equivalent as determined by the Fire Marshall positioned in a readily-accessible location (not in aircraft).
10. All fuel storage tank foundations are required to be constructed in accordance with the standards and specifications set forth by the GLPC. Fuel storage tanks are not allowed to be positioned on existing grass, rock bed, or in asphalt areas.
11. All self-fueling providers are required to obtain and maintain the insurance coverage in the amounts specified under Fixed Based Operator as specified in **Section 3.6** herein.

The GLPC reserves the right to revoke any existing permit to conduct self-fueling operations if the operator fails to meet any of the aforementioned minimum operating standards, insurance requirements, or fails to meet any of the applicable federal, state or local guidelines pertaining to fueling operations.



3.5.3 Specialized Aviation Service Operators (SASO)

Specialized Aviation Service Operation or SASO shall refer to any aeronautical or aviation related business that offers a single or limited aeronautical service that does not include fueling. Examples of a SASO include, but are not limited to, flight training, aircraft maintenance, air charter, air taxi, aircraft sales, aircraft rental, avionics sales and maintenance, aircraft storage, and sale of pilot supplies.

Specialized Equipment Sales and Maintenance

Specialized Equipment Sales and Maintenance is defined as any aeronautical or aviation related business that offers a single or limited aeronautical repair or maintenance service. Example repair services of this kind include, but are not limited to:

- Radios
- Aircraft painting
- Upholstery
- Propellers
- Avionics
- Instruments
- Accessories

Minimum Operating Standards for Specialized Equipment Sales and Maintenance Operators

1. Each Person providing services hereunder shall conduct normal and reasonable business hours.
2. Each Person providing services hereunder shall have in its employ and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet the Minimum Operating Standards set forth in this category of services in an efficient manner, but never less than one person who is currently FAA-rated for each and every specialization which such Person is engaged (*i.e.* avionics, instruments, propellers or any combination thereof).
3. The operator shall lease from the Port Commission an area of not less than 5,000 square feet of ground space on which shall be erected a building providing at least 1,600 square feet of floor space to hangar at least one (1) aircraft, to house all equipment, and to provide an office, shop, rest rooms, customer lounge and telephone facilities for customer use. On-site auto parking space with sufficient accommodations for automobiles, and a paved aircraft apron, all within the leased area and



sufficient to accommodate the Operator's activities and operations shall be provided. The avionics portion of the services offered must maintain current the qualifications of Class I and Class II FAA designated repair stations.

4. Each operator shall ensure the lawful and sanitary handling and timely disposal, away from the airport, of all solid waste, regulated waste and other materials including, but not limited to, used oil, solvents and other regulated waste.
5. Each Person providing services hereunder shall provide, within the leased area, adequate parking for its customers and employees in accordance with applicable zoning regulations and building codes.
6. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.4 Specialized Commercial Flying Services

Specialized Commercial Flying Services describes any aeronautical or aviation related business that provides specialized flight services on the airport that include, but are not limited to:

- ➔ Crop-dusting, seeding, spraying, bird chasing, fish spotting, etc
- ➔ Any other commercial flight operations specifically excluded from Federal Aviation Regulations contained in 14 CFR Part 135

Minimum Operating Standards for Specialized Commercial Flying Services

1. Each Person providing services hereunder shall conduct its operations in a leased or constructed building sufficient to accommodate all of its proposed activities and operations proposed.
2. Further, each Person specifically providing any form of crop dusting, aerial application, or aerial spraying of any chemical shall make suitable arrangements and have such space available in its leased area for the safe loading, unloading, storage and containment of chemical materials. Such Person shall further prepare a written emergency plan for the handling of hazardous materials and which plan shall be filed with airport management prior to commencement of operations and shall be reviewed and updated on a periodic basis. Any and all spills must be immediately reported to airport management. Additionally, each Person hereunder shall demonstrate that they have an aircraft that is suitably equipped and certified for the particular type of operation they intend to perform.
3. The operator shall lease from the Port Commission an area of not less than 5,000 square feet of ground space on which shall be erected a building providing at least 1,600 square feet of space to hangar at least one (1) aircraft, to house all equipment, and to provide an office and rest rooms. On-site auto parking space with sufficient accommodations for automobiles, and a paved aircraft apron, all within the leased area sufficient to accommodate the operator's activities and operations shall also be provided.
4. Each Person providing services hereunder shall have on duty, a sufficient number of trained personnel in to efficiently meet and carry out these Standards.
5. Each Person providing services hereunder shall provide a point of contact for those desiring to use the services provided. An emergency contact name and phone number must be provided to airport management or his designee.



6. Each Person providing services hereunder shall provide, within the leased area, adequate parking for its customers and employees in accordance with applicable zoning regulations and building codes.
7. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.5 Hangar Operator (Non-Leasing)

An aircraft hangar operator is defined as a commercial or non-commercial business entity that requires a facility to be used for the temporary or long-term parking or storage of aircraft solely owned and/or leased to the operator. The following stipulations qualify an entity for this category.

- 1) The business or entity is either non-profit or does not provide goods or services directly to the airport community and therefore does not compete for on-airport business in any shape or form.
- 2) Revenues will not be earned from the sub-leasing of hangar, apron space, or within other areas their designated leasehold boundary.
- 3) Other than maintenance and fueling of operator owned or leased aircraft performed by the operator's certified employees, no commercial activity of any type is permitted on the premises.

Businesses that may qualify under this category include non-profit civil organizations or off-airport aviation operators as follows:

- Fire-fighting and rescue
- Civil Air Patrol (CAP)
- Border patrol
- Police and/or Sheriff
- Power line or pipeline control
- Flying clubs
- Fractional ownership
- Banner towing and aerial advertising
- Aerial photography or survey
- Personal aircraft operators
- Corporate aircraft operators (not for hire)
- Other non-competing operations

Minimum Operating Standards for Hangar Operator

Other than dictated by local code, state, or federal regulations, the minimum space requirements for the business described will vary depending upon the type of services and operations performed by the operator. The agreement with the GLPC will stipulate the terms and conditions of the lease. Hangar operators are required to follow all airport rules and regulations as specified in this document. In addition, the following minimum standards are also applicable:



1. Each hangar operator shall ensure that the piling and storage of crates, boxes, garbage, barrels and other containers will not be stored within the leased premises unless expressly written in the lease agreement.
2. The operator shall lease from the Port Commission an area of not less than 5,000 square feet of ground space on which shall be erected a building providing at least 1,600 square feet of space to hangar at least one (1) aircraft, to house all equipment, and to provide an office and rest rooms. On-site auto parking space with sufficient accommodations for automobiles, and a paved aircraft apron, all within the leased area sufficient to accommodate the operator's activities and operations shall also be provided.
3. The hangar operator shall not impede or obstruct with parked aircraft or other equipment any public use apron, taxiway, taxilane, or other areas outside of the lessee's designated leasehold boundary.
4. Each hangar operator shall provide, within the leased area, adequate parking for customers and employees in accordance with all applicable zoning regulations and building codes.
5. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.6 Hangar Leasing Operator

A hangar leasing operation is a business operated by a person, firm or corporation engaged in the rental of conventional and/or T-type hangar space and/or tie-down areas to the general flying public. Aircraft storage is typically a Fixed Base Operator requirement; however, any operator wishing to provide this service only must meet the following standards.

1. If applicable, the operator who is to provide a conventional hangar and tie-down storage facilities or T-type hangars shall be in accordance with design and construction standards required and established by the airport for the facility or activity involved.
2. If applicable, conventional hangars shall be of a size to be determined by the operator and the Port Commission. However, as a minimum the operator must lease an area of not less than one-half (1/2) acre of ground space on which he shall construct a building-hangar(s) of at least 3,600 square feet, which must be used for aircraft storage. T-hangars shall be of such a size and number as determined by the Port Commission.
3. The Operator shall demonstrate to the satisfaction of the Port Commission that he either presently owns the equipment necessary to meet the minimum requirements, or must prove that he is financially able to and will purchase such equipment. The basic equipment for this type of operation is as follows:
 - I. Starting equipment. (Not required if only space is provided.)
 - II. Fire extinguishers of the appropriate type and class and personnel adequately trained in the use thereof.
 - III. Towing equipment. (Not required if only space is provided.)
6. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.7 Flight Training

Flight Training is the commercial operation of instructing pilots in dual and solo flight, in fixed or rotary wing aircraft, and related ground school instruction as necessary to complete a FAA written pilot's examination and flight check ride for various categories of pilot's licenses and ratings. This term shall also include any portion of a flight between two or more airports or other destinations where the primary purpose is to increase or maintain pilot or crew member proficiency.

Minimum Operating Standards for Flight Training Operators

1. Each Person providing a Flight Training Facility shall have at least two properly certificated aircraft available for use in flight training,
2. Each Person providing a Flight Training Facility shall have at least one full-time flight instructor who has been properly certificated by the FAA to provide the type(s) of training offered.
3. If operating under 14 CFR Part 141, the operator shall lease, as a minimum, the amount of land specified in Chapter 4, on which shall be erected a building providing at least 400 square feet of floor space meeting NFPA minimum standards for fire protection for office, classroom, rest rooms, and telephone facilities for customer use. Adequate automobile parking space and a paved aircraft apron all within the leased area sufficient to accommodate the Operator's activities and operations shall also be provided.
4. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.8 Aircraft Sales (New or Used)

Aircraft Sales (New or Used) is defined as the sale of new or used aircraft through brokerage, ownership, franchise, distributorship or dealership.

Minimum Operating Standards for Operators of Aircraft Sales

1. Each Person engaging in aircraft Sales shall:
 - I. Maintain on stock representative products and/or catalogs for the line of aircraft they sell.
 - II. Provide necessary and satisfactory arrangements for repair and servicing of aircraft (but only for the duration of any sales guarantee or warranty period and shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted).
 - III. If provided as the only service provided by an operator, the operator shall lease from the Port Commission an area of not less than one-eighth acre of ground space to provide for outside display and storage of aircraft on which shall be erected a building providing at least 500 square feet of floor space meeting NFPA minimum standards for fire protection for office, restrooms, customer lounge and telephone facilities for customer use. Adequate auto parking and a paved aircraft apron within the leased area sufficient to accommodate the operator's activities and operations shall also be provided.
2. The operator shall have in his employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the requirements in an efficient manner, but never less than one (1) person having a current pilot certificate with a rating equivalent or greater than required for the type aircraft being sold or be so rated himself.
3. The operator shall provide necessary and satisfactory arrangements for the repair and servicing of aircraft, but only for the duration of any sales guaranty or warranty period. Servicing facilities may be provided through written agreement with a repair shop operation at the airport. The operator shall provide an adequate inventory of spare parts for the type of new aircraft for which sales privileges are granted. The operator who is engaged in the business of selling new aircraft shall have available at least one fully-assembled and certificated-airworthy demonstrator aircraft for each category or class of aircraft sold.



4. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.9 Aircraft Airframe and Engine Maintenance and Repair

Aircraft Airframe and Engine Maintenance and Repair is defined as the commercial operation of providing airframe and power plant services, which include the service, repair, maintenance, inspection, construction or making modifications or alterations to aircraft airframes, engines and appliances including the removal of engines for major overhaul as defined in 14 CFR Part 43, and further includes the sales of aircraft parts and painting of aircraft.

Minimum Operating Standards for Aircraft Airframe and Engine Maintenance and Repair

1. Each Person providing services hereunder shall conduct normal and reasonable business hours.
2. Each Person providing services hereunder shall provide sufficient equipment supplies, manuals and availability of parts in accordance with FAR Parts 43 and 91 and amendments thereto and also in accordance with other applicable rules and regulations.
3. The operator shall lease from the Port Commission an area of not less than one-half (1/2) acre of ground space on which shall be erected a hangar providing at least 2,500 square feet of floor space for airframe and power plant overhaul and repair services including a segregated painting area (meeting all local and State industrial code requirements) and space for office, rest rooms, customer lounge and telephone facilities for customer use. Adequate, on-site auto parking space and a paved aircraft apron all within the leased area sufficient to accommodate the operator's activities and operations shall also be provided.
4. Each operator shall ensure the lawful and sanitary handling and timely disposal, away from the airport, of all solid waste, regulated waste and other materials including, but not limited to, used oil, solvents and other regulated waste.
5. Each Person providing services hereunder shall have in its employ, and on duty during the appropriate business hours, trained and certified personnel in such numbers as are required to meet these Minimum Operating Standards set forth in this category of services in an efficient manner, but never less than one person currently certificated by the FAA with ratings appropriate to the work being performed and who holds an airframe, power plant or an aircraft inspector rating.
6. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense,



insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.10 Aircraft Rental or Leasing

Aircraft Rental or Aircraft Leasing is defined as the operation of renting or leasing aircraft to the public.

Minimum Operating Standards for Aircraft Rental or Leasing

1. The operator shall offer for hire certified and currently airworthy aircraft commensurate with the scope of this operation, and shall have at least one current commercial pilot with the appropriate ratings for the leasing of aircraft. The aircraft rental operator may, at his own option, provide a pilot for an aircraft check ride. The operator shall, in a proposal, specify the minimum number of aircraft, and types thereof, that he will maintain and have available for lease and/or rental.
2. The operator shall have in his employ (and on duty during the required operating hours) trained personnel in such numbers as are required to meet the minimum standards set forth in an efficient manner, but never less than one (1) person currently certified by the Federal Aviation Administration with ratings appropriate to the work being performed.
3. Each Person providing services hereunder shall have available at least one flight instructor who has been properly certificated by the FAA to provide pilot check out in the aircraft offered for lease or rent.
4. If applicable, the operator shall lease from the Port Commission an area of not less than one-fourth acre of ground space on which shall be erected a building providing at least 400 square feet of floor space meeting NFPA minimum standards for fire protection for aircraft storage, offices, rest rooms, customer lounge and telephone facilities for customer use. Adequate on-site auto parking space and a paved aircraft apron all within the leased area and sufficient to accommodate the operator's activities and operations shall also be provided.
7. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.11 Aircraft Air Charter and Taxi Service

Aircraft Air Charter and Taxi Service means the operation of providing air transportation of person(s) and/or property for hire through either a charter or air taxi operator in accordance with Federal Aviation Regulations contained in 14 CFR Part 121 or 135.

Minimum Operating Standards for Aircraft Air Charter and Taxi Service

1. No commercial activity shall be conducted from any T-Hangar, Shade-Hangar or Dome Hangar.
2. If applicable, the operator shall lease from the Port Commission an area of not less than one-half acre of ground space on which shall be erected a building providing at least 1,600 square feet of floor space for aircraft storage and space meeting NFPA minimum standards for fire protection for offices, rest rooms, customer lounge and telephone facilities for customer use. On-site auto parking space and a paved aircraft apron all within the leased area and sufficient to accommodate the operator's activities and operations shall also be provided. Adequate parking spaces must also be provided to handle all anticipated customer vehicles. Parking of vehicles over an extended period is the subject of specific agreements between the operator and the Port Commission.
3. The operator shall have in his employ and on duty during the required operating hours, trained personnel in such numbers as are required to meet the minimum standards set forth in this category in an efficient manner, but never less than one (1) Federal Aviation Administration currently certificated commercial pilot and otherwise appropriately rated to permit the flight activity offered by the operator. The operator shall have available sufficient qualified operating crews or satisfactory number of personnel for checking in passengers, handling of luggage, ticketing, and for furnishing or arranging for suitable ground transportation. The prospective operator shall provide reasonable assurance of a continued availability of qualified operating crews and approved aircraft within a reasonable or specified maximum notice period.
4. An operator shall have and maintain during the term of the tenancy at the airport, an Air Taxi license and shall operate in conformance with all appropriate Federal Aviation Regulations.
5. The operator shall provide not less than one (1) single-engine (four-place) aircraft equipped for and capable of use under instrument conditions, either owned or under written lease to operator, all of which must meet the



requirements of the Federal Aviation Administration Air Taxi Commercial operator Certificate held by the operator.

6. An operator shall demonstrate that he:
 - I. Will hold out for hire, to provide aircraft charter service, as defined in Part 135 of the Federal Aviation Regulations as amended; or
 - II. Is an Air Taxi operator subject to Part 135 of the Federal Aviation Regulations, as amended.
 - III. The operator shall meet the requirements of Part 135 of the Federal Aviation Regulations.
 - IV. The operator shall provide at least one FAA certified commercial pilot rated for air taxi service.
7. Non-scheduled air taxi companies, not regularly based at the South Lafourche Leonard Miller, Jr. Airport, but who are providing service to and from the airport, are subject to these minimum standards, the Airport Rules and Regulations, and additional specific requirements as may be outlined in a written airport use agreement between the Port Commission and the company, as they may apply.
8. Each Person providing services hereunder shall maintain, continuously in effect at all times while operating within the airport, at its sole expense, insurance with total limits in an amount not less than the amounts prescribed in **Section 3.6** of the Minimum Operating Standards with the GLPC listed as additional insured.



3.5.12 Automobile Rental

Automobile Rental is defined as the operation of renting or leasing vehicles to the public by an organization independent of the airport that conducts such activities on airport property.

Minimum Operating Standards for Automobile Rental

1. No person shall carry on, or engage in the business of renting "drive-it-yourself" automobiles, trucks or trailers, or advertising or soliciting of customers therefore on the airport except pursuant to the terms of a written contract entered into the Port Commission.
2. Where a person arriving at the airport has either in advance or upon arrival, placed an order for the rental of an automobile or truck with a person, firm or corporation not having a written contract with the Port Commission, such customer may be met at the airport by such person, firm or corporation or a representative thereof, and the automobile or truck delivered to the customer, but only the specific purposes of meeting such customer and delivering the automobile or truck to him. No lease, contract or written agreement of any kind will be signed by such customer on airport property.
3. The development of site and building sizing standards for vehicle rental companies on an airport the size of GAO is not applicable and these services should be included, when feasible, as an FBO-provided service.
4. Adequate parking shall be assigned as a part of the lease agreement to meet the maximum number of rental vehicles that will be stored on airport property. The lessee shall not use spaces, other than designated within his lease boundaries for the storage of rental cars.



3.6 Insurance Requirements

Unless otherwise expressly written in the lease between the GLPC and the tenant, all commercial operators who conduct business at the South Lafourche Leonard Miller, Jr. Airport are required to obtain the minimum insurances as described in this section and as is required per type of operation in **Table 3-1** below. Additional insurance may be required by state and local regulations; however, it is the responsibility of the tenant to be informed of these additional requirements as they pertain to their particular operation. The operator must provide the GLPC with a certificate of insurance or copy of the insurance policy prior to executing a lease. Any changes or amendments to the aforementioned policy during the lease term must be sent to the GLPC at least 30 days prior to the effective date of change. In addition to these requirements, the following terms must also be met:

- ➔ The insurance carrier(s) writing the policy or policies must be licensed to do business in the state of Louisiana.
- ➔ Other than worker's compensation, each policy must specify The Greater Lafourche Port Commission as additional insured.
- ➔ All insurance policies cited herein shall contain a waiver of subrogation rights endorsement with the Greater Lafourche Port Commission.
- ➔ All insurance companies shall have a Best's financial rating of at least a B ++ 6.

In some instances, an airport operator will provide multiple aeronautical services, each having its own individual insurance requirements. In such a case, the operator will not be required to combine insurance totals or to purchase redundant insurance policies for each type of discipline. Rather, he will be required to purchase the insurance premium with the maximum coverage limits per service type and must also purchase the required insurance necessary per discipline as denoted in **Table 3-1**. For instance, a commercial operator intends to conduct 2 types of aeronautical services. Type 1 has a comprehensive general liability insurance requirement of \$1,000,000 per occurrence with an aggregate limit of \$3,000,000, whereas, Type 2 requires the same coverage with a \$2,000,000 per occurrence and a \$2,000,000 aggregate. In this case the operator would utilize the upper limit (per occurrence / aggregate) for the minimum insurance requirement; the operator would be required to have comprehensive general liability insurance with a \$2,000,000 per occurrence and \$3,000,000 aggregate. If Type 1 aeronautical service requires three types of



insurances and Type 2 requires only two of the prior 3 types of insurance, then the operator would be required to purchase the additional insurance coverage necessary by Type 1.

Any failure to obtain insurance coverage, lapses in insurance coverage, or failure to provide airport management with proper proof of insurance constitutes a default of lease which may result in denial of access to airport facilities or lease termination.

Commercial General Liability – insurance covers commercial liability and property, including physical assets that are leased or owned. This policy should also cover loss of business income and extra expense resulting from an insured peril. This policy generally insures lost or damaged property for replacement value which means the operator will receive a settlement amount sufficient to replace the property without deducting for depreciation. Operators require coverage in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate.

Aircraft Liability – protects insured from claims by other parties ("third parties") for bodily injury or death and property damage. The claim has to result from an occurrence related to the operation of the aircraft. Operator requires coverage in the amount of at least \$1,000,000 per occurrence single limit Bodily Injury and Property Damage Liability including passengers. Air Charter and Commercial operators are required to carry an additional \$1,000,000 per person per passenger seat.

Commercial Automobile Liability – protects against all claims for bodily injury or property damage, covering all owned, leased, and hired vehicles used in connection with airport work with minimum limits of \$1,000,000.

Environmental Impairment Liability – for any underground or above ground fuel storage tank, ancillary equipment, containment system, or structure used, controlled, or maintained by lessee in the amount of \$1,000,000 each incident and \$2,000,000 aggregate. The policy should cover on-site and off-site third party bodily injury and property damage including expenses for defense, corrective action for storage tank releases and tank clean-up for storage tank releases.

Hangar Keeper's Liability Insurance – Operator shall keep hangar keeper's liability insurance in the amount of \$1,000,000 or more as required to cover the maximum value of the property left in the care of the operator on the insured property and subject to hazards other than by negligence.

Hangar Keeper's Legal Liability Insurance – required in the amount of \$1,000,000 or more as required to cover the maximum value of aircraft left in the

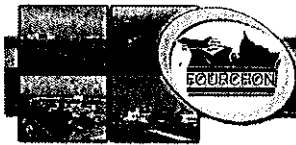


care of the operator on the insured property and subject to loss caused by the negligence in storage of aircraft.

Products and Completed Operations – This insurance protects manufacturers of aviation and aerospace products and services including fuel, aircraft parts, avionics etc. against claims resulting from an accident caused by poor quality or workmanship. Fuel providers and aircraft maintenance services require a minimum of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Student and Renter's Liability - This non-owner's (renter's) aircraft insurance, protects the student should someone be injured or should property be damaged as a result of his or her operation of a non-owned aircraft or if the aircraft he or she is using gets damaged at fault of the student. Owners of flight training operations should encourage students and renters of aircraft to purchase insurance in an amount greater than or equal to \$500,000 per occurrence.

Worker's Compensation Insurance – Worker's Compensation Insurance protects employers from lawsuits resulting from workplace accidents and provides medical care and compensation for lost income. Workers compensation insurance covers workers injured on the job, whether they're hurt on the workplace premises or elsewhere, or in auto accidents while on business. It also covers work-related illnesses. Workers compensation provides payments to injured workers, without regard to who was at fault in the accident, for time lost from work and for medical and rehabilitation services. It also provides death benefits to surviving spouses and dependents. Per Title 23, Louisiana revised Statutes; employers must provide worker's compensation coverage for all employees.



**Table 3-1 – Minimum Insurance Requirements
By Commercial Operator Type**

| Tenant / Operator Type | Commercial General Liability | Aircraft Liability | Commercial Automobile Liability | Environmental Impairment Liability | Hangar Keeper's Liability | Hangar Keeper's Legal Liability | Products and Completed Operations | Student & Renter's Liability |
|--|------------------------------------|-----------------------|---------------------------------------|--|---------------------------------|---------------------------------------|---|------------------------------------|
| Fixed Base Operator | X | | X | X | | | X | |
| Specialized Repair Services | X | | X | | X | X | X | |
| Specialized Comm. Flying Services | X | X | | | X | X | | |
| Hangar Operator | X | X | | 1 | X | X | | |
| Hangar Storage Operator | X | | | | X | X | | |
| Flight Training | X | X | | | 1 | 1 | | X |
| Aircraft Sales (new or used) | X | X | | | X | X | | |
| Aircraft Airframe & Engine Maint. | X | | X | | X | X | X | |
| Aircraft Rental | X | X | | | X | X | | |
| Aircraft Charter & Air Taxi | X | X | | | X | X | | |
| Automobile Rental | X | | X | | | | | |
| Flying Clubs | 1 | X | | | X | X | 1 | |

1 as applicable in certain instances

* Restaurants may require additional Insurances including liquor liability insurance and/or others that are not specifically listed herein.

All businesses with employees in the State of Louisiana are also required to have worker's compensation coverage as per Title 23, Louisiana revised Statutes.



3.7 LEASE APPLICATION PROCESS

The prospective operator shall submit, in written form, to the Port Commission an Application, which shall contain the following information as a minimum and, thereafter, such additional information as may be requested by the Commission. For updated proposal and application requirements, check the GLPC's website at www.portfourchon.com.

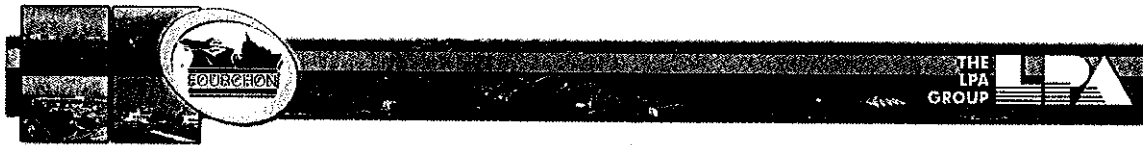
1. Intended Scope of Activities

As a prerequisite to the granting of an operating privilege on the airport, the prospective operator must submit a detailed description and scope of the intended operation along with the means and methods to be employed to accomplish the contemplated operating standards and requirements, in order to provide high-quality service to the aviation and general public in the airport air service area, including, but not limited to, the following:

- (a) Entity name & liability structure (sole proprietor, partnership, LLC, corporation), address and telephone number of the applicant and all other individuals or parties having an interest in the proposed operation and the percentage or nature of their ownership.
- (b) The requested or proposed date for commencement of the activity and the term of conducting the same.
- (c) The services to be offered.
- (d) The amount, size and location of land required
- (e) The size and location of land to be constructed
- (f) The number of aircraft to be provided (as leased or owned as applicable).
- (g) The number of persons to be employed
- (h) The hours of proposed operation.
- (i) The types of insurance coverage(s) to be maintained.

2. Financial Responsibility and Capability

Upon request from the GLPC, the prospective operator must provide a statement, satisfactory to the Port Commission, in evidence of his financial responsibility, from an area bank or trust company or from such other source that may be acceptable to the Commission and readily verified through normal banking channels. The prospective operator must also demonstrate financial capability to initiate operations for the construction of improvements and appurtenances that may be required commensurate with the concept of the proposed operation, or operations, and shall also indicate his ability to provide working capital to carry on the contemplated operations, once initiated.



3. Experience

The prospective operator shall furnish the Port Commission with a statement of his past experience in:

- (a) the specified aviation services selected by him and to be supplied by him on the airport or (b) related fields of endeavor, together with a statement that he has the ability to perform the selected services.

4. Bonds

Any prospective operator who intends to construct or improve an existing airport facility prior to occupancy shall post a performance bond to cover all construction costs including the required permitting and application fees necessary to complete the project. In addition, the perspective operator shall also post a payment bond to guarantee that suppliers, laborers, and subcontractors will be paid if the contractor should default.

3.7.1 Denial of Application

Airport management shall be responsible for processing an application for a lease or agreement to conduct activities at the airport. Any application is subject to denial if the airport management determines that:

- the applicant does not meet the qualifications and standards set forth, the rules and regulations or these minimum operating standards;
- the proposed activities are likely to create a safety hazard at the airport;
- the activities will require the Port Commission to expend funds, or to supply labor or materials as a result of the applicant's activities, or will result in a financial loss to the airport;
- no appropriate space or land is available to accommodate the proposed activities;
- the proposed activities are not consistent with the airport's master plan and/or airport layout plan;
- the proposed activities are likely to result in a congestion of aircraft or buildings, a reduction in airport capacity, or an undue interference with airport operations or the operations of existing airport users at the airport;
- the applicant or any of its principals has knowingly made any false or misleading statements in the course of applying for a lease;
- the applicant or any of its principals has a record of violating the rules and regulations, these minimum operating standards, federal aviation regulations or any other applicable laws, ordinances, rules or regulations;
- the applicant does not have the technical capabilities or experience or financial resources to properly conduct the proposed activities;



- the applicant has not submitted appropriate documentation supporting the proposed activity as outlined in **Section 3.6**.

CHAPTER 4

RATES AND CHARGES





4.1 RATES & CHARGES OVERVIEW

FAA Order 5190.6A "Airport Compliance Requirements" states:

"the obligation of airport management to make an airport available for public use does not preclude the owner from recovering cost of providing the facility through fair and reasonable fees, rentals or other user charges which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport."

Statutory authority for this is denoted in Title 49 US Code § 47107(a) (13).

For the purpose of establishing rates and fees for the rental and use of property at the South Lafourche Leonard Miller, Jr. Airport, the Greater Lafourche Port Commission (GLPC) has developed a policy to set, adjust, and increase rental and use rates. The following policy is to be used as a guide for use by airport management to establish rates for new or perspective tenants as well as a guide to adjust rates during the lease period in accordance with the lease agreement. Although the following policy will establish minimum fees by type of operator and arrangement, lease agreements between the GLPC and its tenants may be less than recommended or waived altogether dependent upon a number of factors including: economic benefit to the community, direct or indirect airport revenue generation, tenant financial investment and for any type of operational activity and/or development that would directly or indirectly support or increase efficiency of the port operation. In such cases, the GLPC may choose to diminish, or perhaps waive altogether for the duration of the lease, any fees that may apply to such a tenant as long as future tenants operating under the same premise are afforded the same waivers or fee reductions.

4.2 LEASE TYPES AND RATE ESTABLISHMENT

Land Lease (Basic Rent) With Tenant Improvements

Tenants that wish to construct improvements for their use on airport property are required to lease an adequate amount of land to encompass 200% of the area improved. For instance, if a tenant desires to construct a 2,500 square foot hangar on airport property, the land lease required would include at least 5,000 square feet of space to allow for ingress and egress to maintain the facility along with any parking areas etc. dedicated to the hangar facility. Some tenants that require additional parking or storage areas may require more than the recommended 200% of lease area to accommodate their facilities. Public areas such as runways, taxiways, taxilanes, and other non-revenue generating airfield



pavement are not to be included in the tenant's leasehold. In certain instances, adequate land will not be available for lease due to the encroachment of adjacent facilities or because the area is deemed un-leasable for safety, drainage or due to other reasons. In these cases, the per square foot land lease rate would increase such that the revenues earned are equivalent to the revenues earned under the 200% rule. All privately constructed facilities are to be transferred to the GLPC at the end of the lease term as defined by the lease agreement. Similarly, the land lease rates and escalations thereof will be set by the Greater Lafourche Port Commission as defined in the lease agreement.

Any individual, partnership, or firm that desires to construct a facility on airport property may only do so after both a site and plans have been approved by the GLPC, the Building Inspector, and the Fire Marshall. The GLPC will review any request to construct such a facility to ensure that it is in compliance with the airport's master plan. However, it is the tenant's responsibility to ensure that any new construction meets or exceeds all applicable, local, state, and/or federal laws and regulations including but not limited to construction standards as mandated by the GLPC, the LADOTD, the FAA, or by state and/or local code. Furthermore, the facility must have a minimum life expectancy of 40-years.

Land only Leases (Basic Rent)

Tenants that have no desire of constructing improvements on airport property but require the use of airport land for storage of equipment, for additional parking or for agricultural uses require a land only lease. Ample land should be included in the lease to safely move equipment and personnel or to safely conduct normal activities within the area. The lease rates and escalations thereof will be set by the Greater Lafourche Port Commission as stated in the lease agreement.

Building or Space Lease (Improvement Rent)

A building or space lease is a lease by a tenant that desires to lease a structure or defined area within a structure that was originally financed by the Greater Lafourche Port Commission. The minimum annual lease rate for such a facility is established by taking the appraised value, construction cost, or acquisition cost of the facility and then by dividing this cost over the facility's useful life in years.

Non-Aviation Lease

Non-Aviation leases are defined by leases that may be indirectly related to aviation but that do not require direct access to airside facilities such as taxiways, runways and apron areas to conduct their normal business. The development or leasing of non-aviation facilities should not hinder or preclude the airport from achieving its master plan goals nor hinder the expansion of aviation related



facilities such as hangars, ramps, runways, taxiways, navigational aids and other airport amenities. The lease rates and escalations thereof will coincide with basic and improvement rents as defined above.

Property Taxes

The Lessee shall pay all taxes or assessments that may be levied against the personal property of the Lessee or for the buildings that they may erect on lands leased exclusively to them.

Excise Taxes

The Lessee shall pay all Air Transportation Taxes or assessments that may be levied on transportation of persons or property by air resulting from the airport participating in federal funding or its environmental study, runway taxiway, tarmac, or helicopter projects.

Fuel Flowage Fees / User and Privilege Charges

Any and all tenants that have been given authorization by the GLPC to refuel their own aircraft or to sell fuel to aviation consumers are subject to per gallon fuel flowage fees. The fees are set by the GLPC and are subject to the lease agreement. Adjustments, raising or lowering, of fuel flowage fees will apply without discrimination to all tenants who are subject to such fees.

Other Fees

In addition to the minimum rental fees, additional fees for leases may be negotiated by airport management. These fees may include but not be limited to percent of gross revenues and additional use charges as appropriate to the business being conducted. These fees are subject to approval by the GLPC and shall be imposed with fairness, consistency, and without unjust discrimination.

4.3 RATE ESCALATIONS

In order to keep rates consistent with the cost of living or with the rental rates of similar facilities at other airports, it is necessary to occasionally review and adjust existing rates at specified milestones during the lease term or at the conclusion of each lease agreement. The GLPC will determine the amount of escalation as stated in the lease agreement. Moreover, any lease written beyond a term of five years should include a provision to increase lease rates using one or all of the methods discussed below. In order to account for cost of living and value increases, lease agreements should include provisions for the following types of adjustments:



Consumer Price Indices for All Urban Consumers (CPI-U)

The Department of Labor's Bureau of Labor and Statistics (BLS) calculates the Consumer Price Index by using a number of statistical techniques and datasets to produce a precise measure of average price change for the consumption sector of the American economy. The consumer price index measures a price change for a constant market basket of goods and services from one period to the next within the same city (or in the Nation as a whole). Lease agreements between the GLPC and its tenants may be written to include annual adjustments as reported by the BLS. The non-seasonally average adjusted CPI-U is reflected at the Department of Labor's website at: <http://www.bls.gov/cpi/>.

Land and Facility Appraisals

The basic rental rate of escalation for each extended term shall be determined by negotiation and mutual agreement between lessor and lessee, provided, however, that if no such agreement is reached six (6) months prior to the end of the then current term, the basic rental rate annual escalations for the relevant extended term shall be determined by independent appraisal according to the following specifications:

Both the lessor and the lessee at their own expense shall each immediately appoint an appraiser, who shall be a licensed real estate broker and a member of the American Society of Appraisers, to jointly determine the appropriate annual rate of escalation of the leased premises so that the basic rent payable for the leased premises is equivalent to fair market rent for comparable property in the region, without taking into account or consideration the value of any improvements made to the leased premises that were made by the lessee.

The parties acknowledge that the leased premises at the commencement of the primary term is bare land with road access, power and water services provided to the leased premises western border. If the appraisers, within the constraints provided above, reach agreement on annual escalation, then the annual escalation rate for the relevant extended term shall be fixed at that amount. If the two appraisers fail to agree upon the appropriate rate prior to ninety (90) days prior to the expiration of the then current term, then the two appraisers shall name a third appraiser having the same qualifications as the first two appraisers. Should the two appraisers fail to agree upon the third appraiser, then the President of the Chamber of Lafourche and the Bayou Region shall name the third appraiser, and the three appraisers shall, by majority vote, promptly determine the annual escalation rate for the relevant extended



term of this lease. All costs for the third appraiser shall be borne equally by both the lessor and the lessee.

4.4 AUDITS

Leases negotiated with provisions of payment based on gross revenues, fuel flowage and other fees dependent upon elements of trust are subject to audit. During the lease term, the GLPC reserves the right to request and receive an annual report from its commercial tenants which contains a statement of financial condition along with applicable receipts from vendors. The aforementioned report shall be prepared by a Certified Public Accountant and is subject to audit by the Greater Lafourche Port Commission or designated representative. If the performed audit reveals a difference of more than 5 percent, the cost of the audit shall be incurred by the tenant and the GLPC shall have the option to terminate the lease within a 30-day period. Additional terms and conditions of the audit procedure shall be indicated in the lease agreement.

CHAPTER 5

INSPECTION GUIDELINES





5.1 INTRODUCTION – INSPECTION AND MAINTENANCE

This section outlines airport inspection and maintenance guidelines to be performed for all pavements, lighting, signage, and other facilities on airport property. These guidelines are intended to provide a methodology of problem identification and resolution by means of visual inspection for preventative maintenance and troubleshooting techniques.

5.2 AIRPORT INSPECTION GUIDELINES

General

Airport inspection is a primary responsibility of the GLPC or its duly authorized representative. However, the job of assuring overall airport ground safety inspection shall be the responsibility of airport management. Primary attention should be given to such operational items as pavement areas, safety areas, markings, signage, lighting, fueling operations, navigational aids, ground vehicles, obstructions, public protection, wildlife hazard management, and construction.

All inspection findings shall be recorded on a safety inspection report. The safety inspection report is an itemized checklist of airfield and landside areas that identifies unsatisfactory conditions and proposes action(s) to be taken in order to resolve them. A graphical depiction of the airfield is located in **Appendix D – Airport Maps**. Inspection forms may then be used as follow-up reports to assure correction of discrepancies. Should a finding of a flight safety hazard be determined, the safety inspection report also reflects the date of a NOTAM issuance and the date when the condition was corrected. At a minimum, a safety inspection report should be completed monthly and retained for a period of least three (3) months from the date of inspection. A sample Airport Safety Self-Inspection Checklist is included at the end of this chapter. This list is a comprehensive list developed by the FAA; however, the only section that will not apply to South Lafourche Leonard Miller, Jr. Airport are inspections for Aircraft Rescue and Fire Fighting (ARFF) equipment since emergency response services are not located on the airfield. A safety inspection should always be performed immediately after severe storms, regardless of the date of the most previous safety inspection.

The following items highlight general guidelines to be undertaken during routine inspection of airfield and landside areas.

- 1) Follow up on any maintenance requests and/or complaints that have previously been submitted.



- 2) Keep airport management posted on potential problem areas which may require follow-up after inspection and/or maintenance.
- 3) Check the following landside areas to ensure proper compliance with federal, state, and local regulations and note any discrepancies. Should discrepancies arise, notify appropriate and authorized persons to file a report of compliance.
 - Administration and terminal buildings
 - Loading and off-loading areas
 - Passenger and public areas
 - All other operational areas
 - Fueling facilities
- 4) Perform periodic (at least monthly) inspections of the areas surrounding the airport to determine that no structural or other development is taking place which is or may become a hazard to operations or result in conflict between the airport and its surrounding communities or property owners.
- 5) All inspection sheets and maintenance forms should be retained for a period of three (3) months from the date of inspection.

5.2.1 Regularly Scheduled Inspection Items

Regularly scheduled inspection consists of specific observations of airport physical facilities on regular basis during times when aircraft activity is minimal in order to create the least impact on airport operations. This inspection should concentrate on the areas described herein. If deficiencies exist, the inspector should indicate the deficient item and identify its location on a graphical illustration of the airport's layout, providing dimensions and depths, if necessary. If appropriate, the inspector should take photographs to document the condition. Airport management or any other individual or group of individuals as authorized by airport management shall conduct these inspection items. The following identifies the areas to be inspected.

Pavement Areas¹ – Pavement inspection should be conducted daily before flight operations commence to ensure pavement surfaces are clear. Specific items to be evaluated include:

- Check pavement lips – the area between full-strength pavement and shoulders or paved shoulders and safety areas – to assure

¹ For a complete listing of terms associated with types of pavement degradation, see Section 5.3.5



they are no greater than necessary to allow water to drain off the pavement.

- Determine if there are any cracks wide enough or holes deep enough to cause directional control problems for an aircraft. Report and monitor these cracks and/or holes.
- Check the condition of pavement areas for cracks, scaling, spalling, bumps, low spots, and for debris that could cause foreign object damage to aircraft.
- Check for vegetation growth along runway and taxiway edges as well as vegetation growth in cracks that may impede drainage from the pavement surface or cause ponding water.

Safety Areas – The inspector should be familiar with the dimensions of the runway and taxiway safety areas at the airport. During the safety area inspection, the inspector should:

- Check to ensure no object is located in a safety area, except objects that must be in those areas because of their function (such as runway lights, signs, or navigational aids). These objects must be constructed on frangibly mounted structures of the lowest practical height.
- Check for surface variation and other damage caused by rodents or other animals.
- Report any objects that are not frangible or not at grade level. Also report extraneous equipment and objects, such as construction equipment, and surface variations that would cause damage to an aircraft or impede emergency response vehicles.

Markings – Airport markings provide important information to pilots during takeoff, landing, and taxiing. Airport markings should comply with marking standards specified in AC 150/5340-1J, *Standards for Airport Markings*. The following should be observed during marking inspection:

- Check markings for correct color-coding, peeling, blistering, chipping, fading, and obscurity due to rubber buildup
- Check to see if all runway hold position markings are clearly visible.



- During and after construction projects, check new markings for compliance with FAA marking standards

Signage – Signs provide important information to pilots while taxiing. To avoid disorientation and confusion, signs should be in accordance with FAA sign standards specified in AC 150/5340-18, *Standards for Airport Sign Systems*. The following should be observed during sign inspection:

- Checks signs to ensure they are easy to read, in accordance with color standards, retro-reflective, and that all lighted signs are working and not obscured by vegetation or dirt.
- Check to see that sign panels are not missing or damaged, that they have the correct legend and arrow orientation, and that they are not cracked, blown over, or broken.

Lighting – Inspection of lighting is best accomplished during periods of darkness in order to evaluate lighting systems when they provide the primary visual aid for pilots. During the lighting inspection, the inspector should check that all lighting is operable and that vegetation or deposits of foreign material do not obscure the light fixture:

- Runway and taxiway edge lights;
- Apron edge lights;
- Runway centerline and touchdown zone lights;
- Taxiway centerline lights or centerline reflectors;
- Runway threshold/end lights;
- Obstruction lights;
- Lighting in fuel storage areas;
- Report all fixtures missing and lights that are not working or appear dim.
- Check lighting for proper alignment, aiming and correct changes in intensity, for correct height, erosion around the bases and the height of frangibility.

Navigational Aids (NAVAIDs) – The inspection of NAVAIDs should concentrate on the visual navigation aids owned by the GLPC, but should also observe other NAVAIDs owned by the FAA. The following should be checked to ensure proper working order:

- Segmented circle
- Rotating beacon
- Wind sock
- Runway end lights



- Visual glide slope indicators
- Approach lighting systems

Obstructions – The inspection of obstructions should concentrate on a visual check of construction underway on or near the airport that could affect aircraft operations. This also includes checking for any vegetation, especially trees that may penetrate the Part 77 surfaces.

- Check to ensure that construction equipment, especially tall cranes, are not an obstruction. If construction is found and thought to create an obstruction, airport management should determine if proper notification to the FAA has been provided.
- Determine if obstructions have been properly lighted.

Fueling Facilities – The daily inspection on aircraft fueling operations should concentrate on a quick inspection for the most common problems concerning compliance with local fire safety codes at fuel storage areas and mobile fueling units. This inspection shall be the responsibility of the owner or lessee of their individual fuel storage unit(s).

- Determine if the fueling operator is permitting any unsafe fueling practices or is in violation of local fire code.
- Check to ensure that the appropriate signs for the fuel farm are installed and that all gates are locked except when the facility is occupied by an authorized user.
- Fueling systems should be checked for malfunctioning nozzles, faulty grounding connections, worn or damaged hoses and leakage.
- Aviation fuel storage tanks must not contain more than 1" of water and no water shall be permitted to accumulate in any jet fuel storage tank.

Public Protection – During the public protection inspection, check that gates, fencing locks, and other safeguards are in place and functioning properly to prevent inadvertent entry to movement areas by unauthorized persons and vehicles and offer protection from jet blast. In accordance with the airport's security plan, report unauthorized persons or vehicles in the movement area.



Wildlife Hazard Management – During inspection of wildlife hazards, the inspector should check for evidence of animals on the runways, taxiways, aprons, and ramps or other signs that wildlife problems have developed. All dead wildlife found and all wildlife aircraft strikes should be reported to the FAA on the FAA Form 5200-7, Bird/Other Wildlife Strike Report. Additionally, the inspector should check fencing and gates for wildlife accessibility and should ensure that wildlife control equipment is available and operational.

Periodic checks of the immediate area will be conducted by airport management to assure that trees and other vegetation areas have not become bird nesting areas. If such nesting sites are located, proven effective measures must be taken to eliminate the possible hazard this condition would create to operating aircraft. Such measures may include arming personnel with shotguns with authority to kill or drive away the birds. Authority must be requested from the U.S. Fish and Wildlife Service for a permit for the destruction of birds as a last resort measure. Under this permit an annual report is required of birds, nests, and eggs destroyed.

Visual surveillance will be maintained by airport management and during all field inspections. They will be alert for the presence of birds, noting number, common name, and location on the airport. If necessary, an attempt will be made to disperse the birds by the use of horns, sirens, or lights. If these methods are ineffectual, a NOTAM will be issued by airport management or a designated representative advising of the concentration of birds near or on the airport that could be hazardous to the operation of aircraft.

Sufficient copies of FAA Form 3830, Bird Strike/Incident, will be maintained in the Port Commission Office.

During migratory season, special watch will be maintained to detect birds in the airport area.

The Federal Aviation Administration has published Agency Order 5200.5, "FAA Guidance Concerning Sanitary Landfills on or Near Airports," which establishes certain criteria for the evaluation of existing or proposed sanitary landfills in the vicinity of an airport. Basically, a landfill lying within the following area is considered an incompatible use and potential hazard to the flight of civil aircraft:

- ➔ 10,000 feet of any runway used or planned to be used by turbojet;
- ➔ 5,000 feet of any runway used only by piston type aircraft; or
- ➔ Location places runway or approach/departure surfaces between landfill and bird feeding, water or resting areas.

The dimensional criteria reflect the general operation areas of aircraft utilizing the



particular type runway below an altitude of 500 feet, an altitude considered to have the most potential for a bird and aircraft collision.

The State of Louisiana Department of Natural Resources coordinates permit requests for proposed landfills near airports with the Federal Aviation Administration Airports District Office. FAA and the State of Louisiana Office of Aviation and Public Transportation may conduct on-site inspections and will object to those proposed landfills deemed as potential hazards to aircraft.

For guidance in the site selection of landfills, contact the Department of Natural Resources, Solid Waste Division Administrator.

Department of Natural Resources
Office of Environmental Affairs
Solid Waste Management Division
P. O. Box 44066
Baton Rouge, LA 70804
(504) 342-1216

For assistance in determining possible effect of a landfill in public airport facilities, contact the Federal Aviation Administration or State Office of Aviation and Public Transportation.

Assistant Secretary
Office of Aviation and Public Transportation
Louisiana Dept. of Transportation & Development
P. O. Box 94245, Capitol Station
Baton Rouge, LA 70804

Houston Airports District Office
Federal Aviation Administration
8800 Paul B. Koonce Drive, Room 225
Houston, Texas 77061
(713) 643-0661



5.2.2 Hazard Reporting

Airport management is expected to make known, as soon as practical, any condition on or in the vicinity of the airport, existing or anticipated, that will prevent, restrict, or present a hazard during the arrival or departure of aircraft. Likewise, local coordination with commercial operators and other airport users should be conducted as far in advance as possible to minimize the impact construction projects, planned surface closures, or other conditions have on the operation of the airport.

Some facilities components, such as pavements, runway lighting, and airport guidance sign systems are always the responsibility of the airport operator. Others, such as navigation facilities and approach lights, are usually the responsibility of the FAA. To avoid confusion airport management should initiate a NOTAM on a facility only when its operation and maintenance are clearly within their sphere of responsibility. However, airport management should make every effort to alert the responsible party when outages/discrepancies are observed in facilities that fall outside their sphere of responsibility.

Issuance of NOTAMs

Airport management is responsible for providing an up-to-date list of airport employees who are authorized to issue NOTAMs to the appropriate air traffic facility (normally the associated FSS listed in the Airport/Facility Directory (AFD)). A record of NOTAMs issued should be kept by airport management in order to track current NOTAMs and ones that have been closed out. Also, a method of notifying all airport tenants (fax or email) should be used to ensure that everyone is informed of airport conditions, in addition to NOTAM issuance by Deridder.

- A NOTAM will be issued by designated and authorized personnel by notifying the Flight Service Station (FSS) in DeRidder at (337) 460-2500 or toll free at (866) 401-5659.
- Where a flight safety hazard exists, an immediate NOTAM must be issued; for ground safety hazards, corrective action should be taken as quickly as possible.
- NOTAMs will be issued in accordance with FAA AC 150/5200-28C, "Notices to Airmen (NOTAMS) for Airport Operators"

5.2.3 Periodic Inspection Items



A periodic, complete, on-the-ground inspection shall be conducted by airport management and defective conditions so noted. The period of inspection will vary, but should be conducted less frequently than daily with additional inspections during and immediately following severe storms. The following components, but not limited to them, shall be included in this inspection:

- Grading and Drainage
- Pavement and Sealed Surfaces
- Marking, Lighting and Electrical Facilities
- Buildings and other permanent structures
- Landscaping and Grounds

The following is a complete listing of inspection items to be identified for each component

Grading and Drainage

- Signs of wind, water, or blast erosion
- Ponding of water in undesired areas
- Build-up of soil or vegetation at pavement edges preventing water runoff
- Eroded ditches and catch basins
- Clogged or overgrown ditches
- Broken or displaced inlet gates and manhole covers
- Clogged or silted inlets
- Broken or deformed pipes
- Backfill settlement over pipes
- Erosion around inlets
- Poor shoulder shaping and erosion

Pavement & Sealed Surfaces

- Unsealed cracks and joints
- Random cracking (transverse, longitudinal, corner)
- Surface breakup (scaling, ravelling)
- Joint faulting or chipping
- Pumping or rocking of slabs
- Surface irregularities
- Bleeding
- Pot-holing
- Bitumen oxidation
- Map cracking, alligator cracking
- Pop-outs or slab blowup
- Slipperiness



- Extruded joint material
- Bitumen erosion from solvents
- Miscellaneous settlement
- Surface rutting or grooving
- Binder stripping
- Broken curbs and walks

Marking, Lighting and Electrical Facilities

- Burned-out bulbs and lamps
- Broken lenses or filters
- Dirty lenses
- Vegetation obscuring lights
- Fixtures knocked over or displaced
- Damaged or insecure cones
- Evidence of lightning strikes
- Decreasing Circuit resistance
- Faulty ground connections
- Water in below grade fixtures or components
- Readiness of standby power source
- Torn or damaged wind indicator
- Faded or obscured markings

Building Maintenance

- Broken windows
- Paint deterioration
- Loose tiles (floor, walls, ceiling)
- Broken stairs or steps and guard rails
- Adequacy of trash and refuse depositories
- Leaks in roofs, walls, basements
- Defective appliances and fittings
- Torn or broken furniture
- Missing or mutilated signs
- Burned-out lamps and broken light fixtures
- Vandalism
- Fire extinguishers
- Debris and trash accumulation
- Blocked doors and passages
- Defective plumbing
- Structural deficiencies
- Hazardous sidewalks

Landscaping and Grounds

- Surface erosion
- Dying trees and shrubs
- Broken tree limbs
- Weed overgrowth
- Adequacy of mowing, trimming, and pruning
- Trash, rubbish and other undesirable deposits
- Pavement problems in roads, parking areas, etc
- Lack of ground cover
- Damaged fences and gates
- Damaged or inoperative lighting
- Inadequate or damaged signs and markings
- Availability and adequacy of safety features
- Fire hydrants, where installed

5.3 AIRPORT MAINTENANCE GUIDELINES

This section will address airport maintenance guidelines and include generalized recommendations for the execution of each type of maintenance presented herein. All maintenance or construction areas will be marked by red flags during daylight hours, and lighted at night. Appropriate NOTAMs will be issued through airport management. Maintenance herein will be composed of four main categories:

- 1) **Emergency Maintenance** is done to correct abnormal breakdowns or conditions which affect safety (either aircraft or motor vehicle). Examples include excessive lighting failures, vandalism, runway light outages, NAVAID malfunction, etc.
- 2) **Routine Maintenance** is the regular repair of discrepancies which become damaged or inoperative and do not immediately affect safety considerations. Examples: lighting failures (not excessive), obstruction light repair, sweeping and cleaning of pavements, etc.
- 3) **Preventive Maintenance** is the periodic maintenance required to prevent failure or deterioration of equipment or facilities. Examples: painting to prevent corrosion, lubricating equipment, sealing pavements, etc.
- 4) **Construction**, whereby a complete replacement is required of an item rather than maintenance – is usually of relatively major proportions. Examples: complete replacement of runway lighting bases, fence and sign replacement, complete replacement of vandalized items, trenching and cable replacement.



5.3.1 Emergency Maintenance - Fuel Spills

General

Notification of emergency maintenance requirements shall be given to airport management immediately. Maintenance procedures outlined herein will be conducted in a timely manner to safeguard aircraft movement areas as well as lighting, pavement surfaces, and signage on the airfield. If immediate repairs are unable to be completed, temporary lighting will be erected until the problem can be resolved.

Fuel Spill Prevention and Control Inspection

Fuel handling equipment should be operated in accordance with NFPA to minimize the number of accidental spills. Every spill, regardless of size, should be investigated as to its cause so that remedial action may be taken. Every spill should be treated as a potential fire hazard and should be removed by one of several methods, as outlined in the following.

In the event of a fuel spill, the following actions may be appropriate although each spill will have to be treated as an individual case because of such variables as the size of the spill, type of flammable liquid involved, wind and weather conditions, equipment arrangement, aircraft occupancy, emergency equipment and personnel available.

- **Small Priming Spills** involving an area less than 18 inches in any dimension are normally of minor consequence, although ramp personnel manning ramp fire extinguishers during start-up procedures should stand by until the aircraft is dispatched. Small spills may ignite from engine exhaust sparks or heat and require application of an extinguishing medium, especially if the spill is in the proximity of ramp personnel or equipment which might be endangered.
- **Small Spills** of not over 10 feet in any dimension or not over 50 square feet in area and not of a continuing nature should have a fire guard (any authorized and properly trained individual) posted. The fire guard should be provided with at least one fire extinguisher of not less than 20 lbs. dry chemical. If the spill is not ignited, absorbent cleaning agents (such as diatomaceous earth, or emulsion compounds) may be used to absorb the spilled fuel. Contaminated absorbents should be placed in metal containers with self-closing lids until they can be disposed of by burning at a safe location.



→ **Large Spills** of over 10 feet in any dimension or over 50 square feet in area or of a continuing nature, normally require handling by the Fire Department, who should be summoned immediately. Anyone in the spill hazard area should leave it at once. All NFPA minimum requirements should be adhered to.

(a) Spills of aviation gasoline (Avgas) and low flash point turbine fuels (Jet B) greater than 10 feet in any dimension and covering an area of over 50 square feet or which are of a continuing nature should be blanketed or covered with foam. The spills should then be washed from critical areas with water and allowed to evaporate before the site is again used for normal operations. The nature of the ground surface and the exposure conditions existing will dictate the exact method to be followed. Such fuels should not normally be washed down sewers or drains unless no alternative is available or unless exposure conditions are such that this would obviously be the safest procedure.

(b) Spills of kerosene grades of aviation fuels (Jet A or Jet A1) greater than 10 feet in any dimension and covering an area of over 50 square feet or which are of a continuing nature and which have not ignited, may be blanketed or covered with foam if there is danger of ignition. If there is no danger of ignition, an absorbent compound or an emulsion type cleaner may be used to clean the area. The emulsified residue can be safely flushed away with water. Kerosene does not evaporate readily at normal temperatures and must be cleaned up. Smaller spills may be cleaned up using an approved, mineral type, oil absorbent.

5.3.2 Routine Maintenance

Routine maintenance items will be received through the daily examination of inspection reports. Priority will be given to those items which could become more serious or emergencies should routine maintenance not be performed at the earliest possible date. As a general rule, all routine maintenance items will be completed within the week the discrepancy is noted. The maintenance of all items affecting aircraft safety will be performed in accordance with any and all current FAA Advisory Circulars and the manufacturer's instructions.

5.3.3 Preventative Maintenance

Preventative maintenance will be scheduled on all areas on a systematic basis. As part of a preventative maintenance program, general inspection guidelines previously outlined in Section 5.2 shall be followed and appropriate action taken to avert costly future maintenance that otherwise may be prevented.



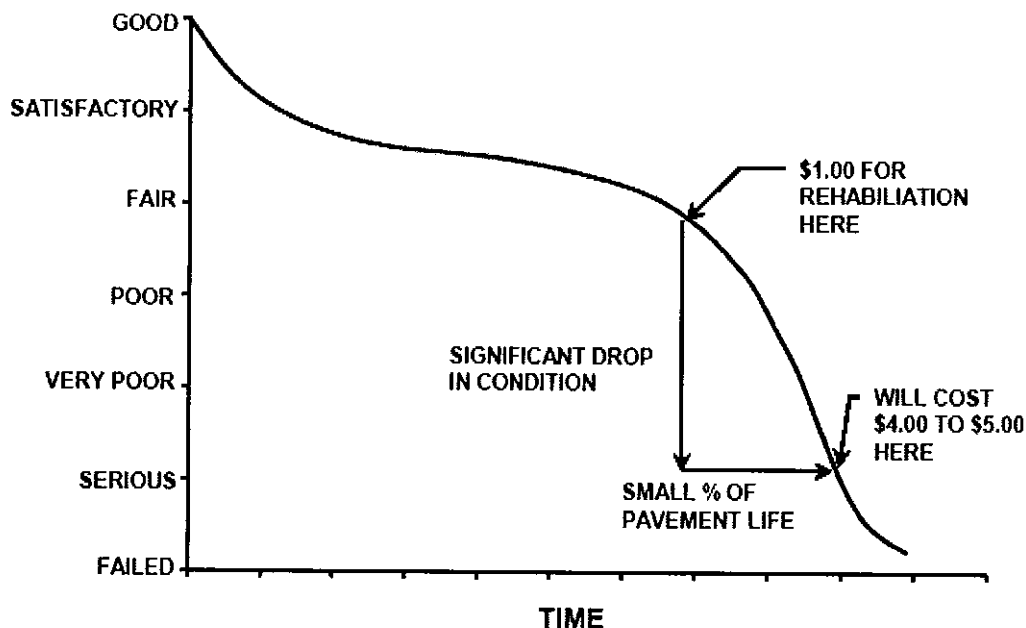
5.3.4 Construction

Construction will be scheduled to replace items receiving major damage which cannot be repaired by airport management or which have repairs of a temporary nature. All construction will be in accordance with the applicable FAA Advisory Circulars or state standards and those listed in the current **AC 150/5370-2E**, *Safety on Airports during Construction Activity*.

5.3.5 Pavement and Surfacing Maintenance

The following section provides guidance for the maintenance of airport pavements and surfaces. Two major elements contribute to pavement deterioration: the gradual effects of weathering and the action of aircraft traffic movement over those areas. Early detection and repair of pavement defects is the most important preventative maintenance procedure and should be scheduled in accordance with inspection guidelines outlines in Section 5.2.1. Failure to perform routine maintenance during the early stages of deterioration may result in serious pavement distresses requiring extensive repairs that will be costly in terms of dollars and closure time.

In all cases of pavement distress manifestations, the causes of the problem should first be determined. Once causes are known, airport management can select a repair method that will not only correct the present damage, but also prevent or retard its progression. The selection of a specific rehabilitation method involves considering both economic and engineering impacts. Airport management should prioritize long-term effects rather than focusing on immediate short-term remedies. Moreover, airport management should compare the cost of rehabilitation alternatives over the project's life cycle and consider the future economic consequences of a repair method in addition to initial rehabilitating maintenance costs. The following graphic illustrates life cycle cost in relation to pavement condition degradation.



Note: Also see FAA AC 150/5380-6, dated 7/14/03, *Guidelines and Procedures for Maintenance of Airport Pavements*

Terms Associated with Pavement Degradation

1) Bituminous Pavements

- ➔ **Rutting** - the formation of longitudinal depressions under traffic in the wheel paths. The minimum length of a rut has been arbitrarily selected as 20 feet, as then both front and rear wheels of a vehicle will be in the depression at the same time.
- ➔ **Waves** - transverse undulations at regular intervals in the surface of a pavement consisting of alternate valleys and crests two feet or more apart.
- ➔ **Alligator cracking** - interconnected cracks forming a series of small polygons which resembled an alligator's skin.
- ➔ **Spalling** - the breaking away of the pavement along cracks, joints or edges.



- **Pumping** - the ejection of water from the subbase through cracks, joints, or edges when the pavement is subjected to the action of passing heavy loads.
- **Corrugations** - transverse undulation at regular intervals in the surface of a pavement consisting of alternate valleys and crests not more than two feet apart.
- **Potholes** - bowl-shaped holes of varying sizes in the pavement resulting from localized disintegration.
- **Raveling** - the progressive disintegration from the surface downward or edges upward, by the dislodgement of aggregate particles.
- **Flushing** - free asphalt on the surface of the pavement resulting from too rich a mix, too few voids, or too much asphalt in patches.
- **Cracks** - approximately vertical cleavage due to natural causes or traffic action.
- **Longitudinal crack** - a crack which follows a course approximately parallel to the centerline.
- **Transverse crack** - a crack which follows a course approximately at right angles to the centerline.
- **Patching** - corrections made to pavement defects by maintenance forces including sporadic seal coating, tarring of cracks, etc.

2) Portland Cement Concrete Pavements

- **Cracking** - approximately vertical cleavage due to natural causes or traffic (not to include controlled cracking at joints).
- **Raveling** - the progressive disintegration from the surface downward, or edges inward, by the dislodgement of aggregate particles.
- **Disintegration** - the deterioration into small fragments or particles due to any cause.
- **Popouts** - craterlike depressions caused by the breaking away or forcing off of a portion of the pavement surface by the expansion.
- **Scaling** - peeling away of the surface of Portland Cement concrete.



- ➔ **Spalling** - the breaking or chipping of the pavement at joints, cracks, or edges, usually resulting in fragments with feather edges.
- ➔ **Pumping or Blowing** - the ejection of mixtures of water, clay and/or silt along transverse or longitudinal joints and cracks, and along pavement edges, caused by downward slab movement, as activated by the passage of heavy axle loads over the pavement, and after accumulation of free water in the subgrade.
- ➔ **Blow-up** - the localized buckling or shattering of a rigid type pavement, usually at a transverse crack or joint caused by excessive longitudinal pressure.
- ➔ **Faulting** - a differential vertical displacement of the slabs adjacent to a joint or crack.
- ➔ **Curling or Warping** - a deviation of the pavement surface from its original slope, caused by temperature and moisture differentials within the slab.
- ➔ **Patching** - the correction of pavement defects by the application of bituminous mix as done by maintenance forces.



5.3.6 Maintenance and Repair of Bituminous Surfaces

Each airport pavement is designed for a specific loading. If the design loading is exceeded significantly, structural damage to the pavement may result. It is therefore important that the design basis for the airport be known and if through change in usage wheel loads exceed those used for the design, an investigation should be conducted to determine the structural adequacy of the pavement for the new loading. If possible, the investigation should be made before permitting the heavier loading. Most commonly, the investigation will consist of deflection studies on the pavement. The deflection of the pavement under a standard load is determined and from this the deflection of the pavement under any load may be calculated. The deflection must not exceed certain values or cracking of the pavement will result. There are a number of ways in which this type of study may be made, and a qualified engineer should be consulted.

Care and good judgment are required in selecting suitable methods and materials for maintenance and repair of bituminous pavements. Both methods and materials will vary considerably with local conditions but the principles of bituminous work remain constant. The first step in making repairs is to determine the cause of failure. Repairs must start at the source, and surface repairs, for example, are not made until poor base and drainage conditions are corrected if they exist. Repairs with bituminous material are most successful if made in warm dry weather. Most repairs are made with hand tools and small equipment. Proper use of tools and proper methods of handling, placing, and compacting materials are necessary for satisfactory results.

The LADOTD Engineer should be requested to make a thorough pavement condition and performance survey (PCI) of all pavement areas within every five years. Additional inspection may be necessary after unusual meteorological events or conditions which might have an adverse effect on the pavements. The following inspection items should be observed:

- Unsealed old cracks and joints
- Random cracking (transverse, longitudinal, corner)
- Surface breakup (scaling, raveling)
- Joint faulting or spalling
- Pumping or rocking of slabs
- Surface irregularities (bird baths, wash board)
- Bleeding
- Potholing
- Bitumen oxidation
- Map cracking, alligator cracking, crazing
- Pop-outs or slab blowup
- Slipperiness



- Extruded joint material
- Bitumen erosion from solvents
- Miscellaneous settlement
- Surface rutting or grooving
- Binder stripping
- Broken curbs and walks

Preventative Maintenance and Repair

Pavement life may be prolonged and serious pavement distress avoided by conducting regular preventative maintenance. However, some treatments used on highways for this purpose are not recommended for airports. The sand seal and the chip seal are used a great deal on highways, but the loose chips which cannot be avoided in the early life of the treatment present a hazard on airports. Some recommended preventative maintenance treatments for airport pavements are described below.

Fog Seal – A fog seal is a light application of emulsified asphalt used to rejuvenate the surface of a bituminous pavement. Generally, a slow-setting asphalt emulsion mixed with an equal amount of water is used. The fog seal may be used to seal a porous pavement and prevent the circulation of air through the mix which causes early hardening of the asphalt, or it may be used to "sweeten" the surface of a pavement that has become dry through weathering. The use of a fog seal may be particularly important on areas of the pavement which do not receive traffic. The kneading action of the traffic tends to keep the pavement live and prevent or retard the formation of shrinkage cracks. There are also emulsified resins available that are effective in rejuvenating a dry or weathered pavement.

Slurry Seal – A slurry seal is a mixture of asphalt emulsion, fine aggregate, mineral filler, and water. The mixture is prepared in slurry form and applied in a film approximately 1/8 inch (3 mm) thick. Slurry seals are used to seal small cracks, correct surface conditions, and improve the skid resistance of pavement surfaces. Shrinkage cracks in pavement may also be economically filled with a slurry seal. If the cracks are large, two applications may be required because there is a certain amount of shrinkage during drying of the slurry. For best results, slurry seal should be applied during the spring or fall or at temperatures between 40 to 60 degrees to obtain deepest penetration in the cracks. At this temperature, the asphaltic surface has contracted to the point where the cracks are at their widest and deepest and will receive the deepest penetration. Slurry seal should not be applied during freezing temperatures because of the



danger of further damaging the surface being sealed, by the water freezing in the mixture.

Types of Distress and Repair

Visible evidence of excessive stress levels or environmental distress in pavement systems may include cracks, holes, depressions, and other types of pavement distresses. The formation of distresses in airport pavements may severely affect the structural integrity, ride quality, and safety of airport pavements.

In all cases of pavement distress, the first step in rehabilitating a pavement is to determine the causes of distress. Then the proper procedures for repair – which will not only correct the damage, but also prevent or retard its further occurrence – may be applied. Pavement repairs should be made as quickly as possible after inspection and cause of the problem has been identified. This will ensure continued and safe aircraft operations. The following types of distress and associated repair procedures are recommended for the airport.

Slippage Cracking: This type of cracking results when one layer of the pavement surface slips on the layer under it. It is caused by the horizontal thrust on the pavement surface when landing aircraft apply brakes. If the thrust is greater than the bond between layers, the slippage will occur. The only solution to this type of distress is to remove the layer of pavement that is slipping and properly replace it in such a manner that further slipping will not occur.

Shrinkage Cracking: Shrinkage cracking may vary from small tapered cracks radiating from a central point to large transverse or longitudinal cracks spaced at 15- to 30-ft. intervals. The causes have not been completely determined but it is clear that lack of traffic is an important factor. Shrinkage cracking is not associated with loading, and there is usually no distortion of the pavement surface. Without treatment, spalling of the pavement at the cracks may develop. The most economical treatment is the slurry type seal.

Fatigue Cracking: Fatigue cracking is caused by repeated applications of loads heavy enough to cause deflections greater than can be tolerated by the pavement. The length of time required for the cracks to develop will be determined by the magnitude of the deflection which occurs, which in turn is determined by the condition of the soil beneath the pavement and the structural strength of the pavement.



Cracking with Deformation: Plastic flow of the soil beneath the pavement or in one of the structural elements of the pavement, under imposed loads, may cause deformation in the pavement that will result in cracking. In this case, the cracking is the result of a more serious condition.

Types of Surface Deterioration and Repair

Surface Dryness: Surface dryness may develop in pavements which do not receive much traffic. If corrective measures are not taken, this may lead to surface pitting or raveling. Actually, corrective measures should be taken before the condition is too far advanced and for this reason it is difficult to describe what to watch for. Probably the most significant change is a fading of the color of the pavement. Some type of fog seal is generally sufficient.

Raveling: Raveling might be described as the next stage after dryness on the surface. Raveling (the crumbling and scattering of road material) occurs when the bond breaks down between the aggregate and bituminous binder. This is usually encountered along the pavement edges or may be caused by gasoline or jet spillage. This may require a light liquid seal or a double surface seal depending on the depth of raveling. Broom the surface until it is free of loose particles. Remove any large aggregate particles that would cause surface of finished patch to be uneven. Reprime base of patch if required and allow the prime coat to cure. Fill small depressions and pot holes with the proper bituminous mix. Apply bituminous material of the proper consistency for the gradation of the aggregate used. Place appropriate coarse aggregate immediately in the amount required for complete coverage, but without surplus. Roll sufficiently to seat aggregate but do not break the aggregate by overrolling. After the bituminous material has set sufficiently, sweep up and salvage the surplus aggregate.

Rutting: Rutting may be caused by instability of the surface mix, inadequate compacting during construction, or lack of sufficient cover over the soil or one of the structural elements. The depth in the structural section of the material causing the rutting can usually be gauged by the distance between the successive ruts. If this condition develops, the proper corrective measures can be determined only by a thorough engineering investigation.

Undulations: Undulations in the pavement are usually caused by settlement of the pavement foundation, either of the fills which have been constructed during grading operations or of the existing ground.



This condition may not be readily apparent to the eye and the first indication may be complaints by the pilots. This is particularly true with very fast landing speeds. An overlay controlled by precise levels is probably the only satisfactory correction.

Damaged Areas: Bituminous materials that have been damaged from accidents or burned from the same cause must be removed and repaired as soon as possible. Areas that have been burnt from gasoline or other fuel fires are usually left brittle and lifeless. The full depth of pavement course involved must be removed to effect satisfactory repair. To repair, remove material from the affected area until the base or underlying course is exposed. Cut a rectangular hole with vertical edges to hold the patching material against the push of traffic. Be sure that all loose and defective material is removed. Recondition the base or underlying course, if necessary, using some of the same material provided for the main patch. Clean the base on which the patch is to be placed and apply a tack coat to the base and vertical edges of the patch areas. Patch with suitable premix material shoveled into the area in which it is to be spread. Rake into a loose layer of the correct depth, allowing for compaction. Tamp edges of patch carefully with hand tampers and smooth the raked mix. After rolling, check with straight edge and make needed surface corrections at once.

Bleeding: Low and intermediate types of surfaces frequently bleed (exude bitumen) in hot weather. While not always detrimental to the bituminous surface, bleeding causes a slippery condition, hazardous to aircraft, and should be remedied as promptly as possible. For light bleeding, apply a light, uniform coat of fine aggregate or coarse sand. Do not use fine sand. Roll the surface; do not permit traffic to embed the aggregate. Use a light drag to keep aggregate spread uniform and make additional applications if required. For heavy bleeding follow directions for light bleeding but use heavier aggregates with no sand.

Pot Holes: For best results, pot-hole patches must have the same density and must shed water as well as the surrounding surface. Repair procedure is similar to that for burnt or damaged areas discussed above. Because of the small dimensions of pot-holes, hand tamping of the area below the surface is necessary. Successive layers of patching material should not be more than 3 inches deep. Patches of surface material should be laid with a slight crown to allow for compaction by traffic. **Settlements and Depression:** If settlements are caused by failures of pipes, culverts or supporting walls, repairs to these structures must be made first. Minor settlements and depressions are frequently repaired by surface treatments. Cut a groove or key around the depression and chip,



thoroughly clean the enclosed surface. Apply a tack coat of not more than 0.1 gallons per square yard. Extend the tack coat 6 inches beyond the patch to facilitate featheredging. Use materials similar to those in the adjacent pavement if possible so as to produce the same character and textures as the surrounding pavement. Place, rake and roll the patching material. Larger settled areas are repaired by applying one or more courses of bituminous material to the existing surface or by removing the surface course and bringing the base up to proper grade.

Additional Information Sources

- **FAA AC 150/5380-6A**, *Guidelines and Procedures for Maintenance of Airport Pavements*
- **FAA AC 150/5380-7A**, *Airport Pavement Management Program*
- **FAA AC 150/5370-2E**, *Operational Safety on Airports during Construction*
- **FAA AC 150/5320-12C**, *Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces*
- **FAA AC 150/5320-6D**, *Airport Pavement Design and Evaluation*



5.3.7 Maintenance and Repair of Concrete Surfaces

Like other materials, concrete pavements need occasional maintenance attention. This is necessary in order to:

- Ensure/extend their intended economical service lives
- Preserve their standard of appearance
- Correct for deficiencies in design and construction
- Provide for unexpected conditions of service

Concrete pavement maintenance items are either routine or non-routine in nature. Prompt and adequate maintenance greatly extends the life of concrete pavements. Maintenance consists of the care of joints, repair of cracks, replacement of broken areas, and the correction of faulty drainage. This involves maintaining a smooth surface and keeping the subgrade as dry as possible. A smooth surface protects pavements from the destructive effect of traffic impact and reduces wear and tear on aircraft.

Preventative Maintenance and Repair

Preventive maintenance can best be accomplished by recognizing pavement difficulties can be determined from periodic inspections, the purpose of which is to dispose promptly of small maintenance tasks before they become disruptive and expensive rehabilitation projects.

Joint Sealing - Joints are installed in concrete pavements to control cracking and provide for pavement movements caused by changes in temperature and moisture content in the concrete. They are simply controlled cracks, deliberately intended to force the concrete to crack in straight, neat, and maintainable lines instead of in random, wandering patterns. They are installed at locations and spacing where experience tells us a crack will occur from natural causes. To force this crack to occur at the desired location, we merely weaken the slab by cutting it part way through. A joint, then, is a controlled crack. Conversely, a crack is also a joint. Before applying joint seal to cracks or joints, the dummy groove, expansion or construction joints should be thoroughly cleaned. This job can be done by a joint plow or by a routing and refacing machine. Some airport operators may purchase a joint cleaning machine and place it into their maintenance program, but one of the most economical tools that may be used for this work is the joint plow. Crack sealing should be done during the spring and fall of the year when the cracks and joint openings are at their widest.



Nonstructural Cracking – Generally, nonstructural cracks occur during or within a few months after construction. They occur for one of the reasons listed in the table and are the result of design or construction deficiencies. Generally, they cause no difficulty, and as long as they remain relatively tight, they do not require any work.

Structural Cracking – These cracks occur several or even quite a number of years after construction. They take the form of corner cracks, cracks across the slab, and, in advanced cases, some longitudinal cracks. They are a warning that the pavement is receiving loads and traffic considerably in excess of those for which it was designed. If the old pavement is still in relatively good condition, it may be advisable to overlay it with concrete or asphalt. Essentially, the procedures suggest that a design thickness for a concrete pavement be determined for the traffic now occurring and expected in the future, and, making allowance for the strength of the existing pavement, provide an overly thick enough, combined with the old pavement, to carry the new loading. Concrete overlays can be bonded, partially bonded, or non-bonded. The partially bonded overlay, which is placed over the existing slab without any special preparation of the old slab other than cleaning, is by far the most widely used type of rigid overlay.

Surface Defects – Surface defects such as spalling and scaling can be repaired with bonded patches. Spalling is caused by pressure in or on the concrete and usually occurs by shattering of the concrete into pieces of otherwise sound material. Among the reasons for spalling are: damage to equipment, hard materials in joints, fires, popouts, and misaligned steel dowel bars. Scaling is caused by freezing and thawing and can be recognized as a general breakdown of the surface of the concrete into loose sand and gravel.

Runway Cleaning

Runway and taxiway areas at an airport are most often kept clean of debris by propeller or jet blast, but may need additional sweeping, cleaning, or clearing to ensure that debris hazards do not damage aircraft or other facilities such as NAVAIDs on the airfield. Some methods of runway cleaning are identified in the following:

Sweeping – Several types of sweepers are in use throughout the country. Airports in the "snowbelt" normally use their snow brooms when sweeping is required; other airports use city street sweepers. Apron areas tend to



collect debris more readily and, therefore, require a more frequent sweeping.

Cleaning – In addition to the information provided in **AC 150/5320-12C**, Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces, several additional methods of contaminant removal have been tried with varying degrees of success. High pressure water has been used successfully at several airports to remove rubber deposits from their runways. Power scarifiers have also been widely used with effective results.

Chemical – A new chemical runway cleaner and rubber removal agent has been formulated in the U.S. Air Force Bases. G Rubber Remover NR-11 is claimed to be 96.8% biodegradable.

5.3.8 Maintenance of Marking, Lighting, and Related Electrical Facilities

The purpose of a maintenance management system for various visual aids on the airport is to ensure maximum availability with minimum cost in man-hours or funds. The following sections provides the minimum maintenance guidelines required for safe and efficient movement of aircraft during takeoff, landing, and taxiing operations.

Preventative Maintenance Program

Reliable functioning of airport lighted visual aids is essential to airport safety, capacity, and operation especially for low visibility operations. Therefore, it is essential that a preventative maintenance program be established to ensure reliable service and proper equipment operation. Properly scheduled inspections, testing, and calibrations are critical to the proper functioning of these systems. Airport lighting systems are designed to be dependable and may continue to operate for long periods of time even in maintenance is neglected. Eventually a failure will occur and, if the failure occurs at a critical time, safety may be jeopardized. Lighted visual aid maintenance should receive high priority to prevent equipment failure, false signals, and deterioration of the system. The following is a list of items critical to an effective preventative maintenance program:

- ➔ High quality, properly installed equipment;
- ➔ Trained and experienced personnel;
- ➔ Adequate supply and knowledge of tools and test equipment required to perform maintenance;
- ➔ An effective preventative maintenance inspection program;



- An appropriate inspection schedule

Inspection

Visual inspection of the airfield lighting systems should be made periodically, taking into account the recommendations of component manufacturers, weather, location of the airport, numbers and nature of operations, and system complexity. In addition, regular readings should be made on system resistance, and other circuit tests should be made as recommended by manufacturers. Standby units should be run at regular intervals to assure readiness if required.

Complete visual inspections of the lighting system should be made routinely at least once a week. If severe storms occur in intervening periods, resulting in excessive rainfall or lightning strikes, additional inspections should be conducted immediately thereafter. Circuit resistance readings (megger readings) should be taken at least once each month. The following is a list of what to look for.

- Burned-out bulbs and lamps
- Broken lenses or filters
- Dirty lenses
- Vegetation obscuring lights
- Fixtures knocked over or displaced
- Damaged or insecure cones
- Evidence of lightning strikes
- Decreasing circuit resistance
- Faulty ground connection
- Malfunctioning of regulators
- Water in below-grade fixtures or components
- Readiness of standby power source
- Torn or damaged wind indicator
- Faded or obscured markings

General maintenance instructions for airport visual aid facilities are published in FAA Advisory Circular AC-150/5340-26A, *Maintenance of Airport Visual Aid Facilities*. As well, specific guidance for the various light systems is published by the FAA in the 150/5340 and 150/5345 series. These references provide general inspection and troubleshooting guidance; however, since most visual aids are maintained by the FAA, a specific instruction for maintenance is beyond the responsibility scope of the GLPC.



5.3.9 Grading and Drainage Maintenance Procedures

Grading and drainage is a vital component of an airport maintenance plan. An airport should have smooth, well-drained operational areas with sufficient stability to permit the safe movement of aircraft under all weather conditions. The design of adequate drainage is important because it affects the stability and usability of extensive areas on the airfield. These areas are subject to varying soil and drainage conditions, and also have relatively flat grades. The purpose of airport drainage is to dispose of water which may hinder any activity necessary to the safe and efficient operation of the airport. The drainage system should collect and remove surface water runoff from each area, remove excess underground water, lower the water table, and protect all slopes from erosion.

Various methods have been employed to stabilize areas on airports and experience has proven that a healthy turf is the most satisfactory for airfields. Good turf coverage inhibits rapid run-off and its roots hold the soil together, thus preventing erosion. This action aids in keeping the ditches free of sediment and functioning properly without expensive maintenance. The following guidelines should be followed for proper grading and drainage maintenance:

- ➔ **Inspection** – A periodic, complete, on-the-ground inspection should be conducted by trained technicians and defective conditions of off-pavements surfaces, and surface and subsurface drainage facilities recorded. This inspection may be combined with inspections of other areas or facilities.
- ➔ **Frequency** – The period between inspections will vary with geography, topography, and climate but as a minimum should be conducted at six-month intervals with additional inspections during and immediately following unusual or severe storms.

An inadequate drainage system can cause serious hazards to the movement of air traffic. A typical inspection will emphasize the following common problems:

- ➔ Signs of wind, water, or blast erosion
- ➔ Ponding of water in undesired areas
- ➔ Buildup of soil at pavement edges preventing run-off
- ➔ Eroded ditches and spill basins
- ➔ Clogged and overgrown ditches
- ➔ Broken or displaced inlet grates or manhole covers
- ➔ Clogged or silted inlets
- ➔ Broken or deformed pipe
- ➔ Backfill settlement over pipes
- ➔ Erosion around inlets



- Erosion around inlets
- Generally poor shoulder shaping and random erosion

Various equipment types are available for the maintenance of drainage and grading on airport. For general maintenance and repairs of drainage facilities and grading, a front-end loader is very versatile. It can be used as a dozer, loader, grader, and hoist for pipe laying. Some also are available with backhoe attachment which adds to their versatility. Other motorized equipment which are useful include a jeep with auger, trenching attachment and plow blade, and dump trucks. Naturally, a supply of hand tools-shovels, picks, brush axes, etc., should be available. A mowing attachment for the jeep or separate mower should be available for general vegetation control.

Drainage Maintenance

Rigid maintenance of drainage systems is necessary to retain maximum efficiency. Drainage ditches must be kept clean of weeds, brush, and other accumulations of debris that obstruct the flow of water. Erosion damage to ditches should be corrected after a storm by backfilling and placing rip-rap or lining if deemed necessary. Ditches are maintained as the line and grade, and sags and minor washouts are corrected as they occur. Unnecessary blading or cutting which destroys natural ground cover is avoided in cleaning and shaping. Dense sod is developed to stabilize open ditches. Clogged drains and culvert pipes are opened by cleaning out excess sediment. Culverts must be kept clear of sediment and debris, and water must be prevented from cutting around and under them and the accompanying head walls, wing-walls and aprons. Frequent inspection is necessary of drainage ditches and culverts to determine if they are functioning properly. Cleaning is usually necessary after heavy rains. Additional information may be found in FAA Advisory Circular 150/5320-5B, *Airport Drainage*.



**U.S. Department of Transportation
Federal Aviation Administration**

AIRPORT SAFETY SELF-INSPECTION CHECKLIST

DATE: _____ DAY: _____ √ (p) Satisfactory
 x (o) Unsatisfactory
 Day Inspector/Time: _____ Night Inspector/Time: _____

| FACILITIES | CONDITIONS | D | N | REMARKS | RESOLVED BY (Date/Initials) |
|----------------|----------------------------|---|---|---------|--------------------------------|
| Pavement Areas | Pavement lips over 3" | | | | |
| | Hole - 5" diam. 3 deep | | | | |
| | Cracks/spalling/heaves | | | | |
| | FOD: gravel/debris/sand | | | | |
| | Rubber deposits | | | | |
| | Ponding/edge dams | | | | |
| | | | | | |
| Safety Areas | Ruts/humps/erosion | | | | |
| | Drainage/construction | | | | |
| | Support equipment/aircraft | | | | |
| | Frangible bases | | | | |
| | Unauthorized objects | | | | |
| | | | | | |
| Markings | Clearly visible/standard | | | | |
| | Runway markings | | | | |
| | Taxiway markings | | | | |
| | Holding position markings | | | | |
| | Glass beads | | | | |
| | | | | | |
| Signs | Standard/meet Sign Plan | | | | |
| | Obscured/operable | | | | |
| | Damaged/retroreflective | | | | |
| | | | | | |

| FACILITIES | CONDITIONS | D | N | REMARKS | RESOLVED BY (Date/Initials) |
|--------------------|-----------------------------|---|---|---------|--------------------------------|
| Lighting | Obscured/dirty/operable | | | | |
| | Damaged/missing | | | | |
| | Faulty aim/adjustment | | | | |
| | Runway lighting | | | | |
| | Taxiway lighting | | | | |
| | Pilot control lighting | | | | |
| | | | | | |
| Navigational Aids | Rotating beacon operable | | | | |
| | Wind Indicators | | | | |
| | RENLS/VGSI systems | | | | |
| | | | | | |
| Obstructions | Obstruction lights operable | | | | |
| | Cranes/trees | | | | |
| | | | | | |
| Fueling Operations | Fencing/gates/signs | | | | |
| | Fuel marking/labeling | | | | |
| | Fire extinguishers | | | | |
| | Frayed wires | | | | |
| | Fuel leaks/vegetation | | | | |
| | | | | | |
| Snow & Ice | Surface conditions | | | | |
| | Snowbank clearances | | | | |
| | Lights & signs obscured | | | | |
| | NAVAIDs | | | | |
| | Fire access | | | | |
| | | | | | |

| FACILITIES | CONDITIONS | D | N | REMARKS | RESOLVED BY (Date/Initials) |
|--------------------------------------|-----------------------------|---|---|---------|--------------------------------|
| Construction | Barricades/lights | | | | |
| | Equipment parking | | | | |
| | Material stockpiles | | | | |
| | Confusing signs/markings | | | | |
| | | | | | |
| Aircraft Rescue and Fire Fighting | Equipment/crew availability | | | | |
| | Communications/Alarms | | | | |
| | Response routes affected | | | | |
| | | | | | |
| Public Protection | Fencing/gates/signs | | | | |
| | Jet blast problems | | | | |
| | | | | | |
| Wildlife Hazards | Wildlife present/location | | | | |
| | Complying with WHMP | | | | |
| | Dead birds | | | | |
| | | | | | |

Comments:

CHAPTER 6

EMERGENCY PLAN





6.1 INTRODUCTION - EMERGENCY PLAN

CFR 14, Part 139 requires airports with scheduled and unscheduled air carrier operations with more than 30 seats or scheduled small air carrier operations to have an Airport Operating Certificate (AOC). A requirement of obtaining this certificate is to have an Airport Emergency Plan (AEP). Since the South Lafourche Leonard Miller, Jr. airport does not require a Part 139 AOC, there is no requirement to have an emergency plan. However, in the best interest of public safety and response, it is a good practice to have a plan to address such unforeseen events. Although a part of the operations manual, this emergency plan has been developed as a stand-alone product for ease of reproduction and distribution. Since airports are potentially threatened by various criminal acts including terrorism, theft, etc., it is recommended that this document be considered security sensitive and as such should be distributed only to those agencies and/or personnel whom are required to perform a valid role as denoted herein.

The information has been tailored and condensed to provide information most relevant to the types of potential emergencies that may be encountered at a general aviation airport. In order for this document to be considered a valid and usable emergency procedure, all agencies involved should be given the opportunity to review and provide input to the procedures, contacts, and recommendations within. Furthermore, all agencies involved should sign a letter of agreement stating their concurrence to the various roles and responsibilities illustrated in this plan. Appendix 3 at the end of this chapter contains a sample letter of agreement for coordination between these agencies.

General Procedures

The emergency plan outlines the basic alarm and response procedures of emergency services available to South Lafourche Leonard Miller, Jr. Airport. Specific police and essential service organization are not contained herein due to their sensitive and confidential nature.

This plan is in accordance with procedures outlined in the Federal Aviation Advisory Circular 150/5200-31A, Airport Emergency Plan, as applied to existing and anticipated airport operations. Therefore, a consideration of FAR Part 135 operations, defined as commuter and on-demand operations associated with nine (9) passengers or less, was evaluated as part of the emergency plan provisions. In addition, this plan should be included in the local and Port Authority Emergency Operations Plans as outlined in the **Federal Emergency Management Agency (FEMA) State and Local Guide (SLG 101) Guide for All-Hazard Emergency Operations Planning**, September 2006.



Purpose

The Purpose of the emergency plan is to provide guidance to those individuals having airport responsibilities to minimize the possibility and extent of personal injury and property damage during an emergency at South Lafourche Leonard Miller, Jr. Airport. Note that this plan is intended as a guide and may be changed or amended to meet any particular emergency as it may occur. Since no formal plan could cover every potential emergency, responders must use experience, training and judgment to cope with specific situations not covered herein.

Participation

This plan outlined the participating persons and agencies, their responsibilities and actions in response to specific emergencies. Airport Management and/or Fire Chief shall establish an incident command post (ICP) on the fixed wing aircraft apron as the central control point for agency coordination. From this point, supporting agency vehicles, as needed, will be escorted to the accident scene. To provide the most expeditious and safest response to an emergency during mutual aid operations, participating agency representatives and equipment should be assembled at the unified Incident Command Post (ICP) staging area unless notified otherwise.

- A. A grid map (**Appendix 1**) will be furnished to all agencies.
- B. Mutual aid units should report their arrival to the Airport Staging Area.
- C. Contact list (**Appendix 2**) will be furnished to all agencies.

Alert Classification System

The following classification system is used to identify and report different types of emergencies that may occur at the South Lafourche Airport. Alerts One to Three designate aircraft incidents. Alert Four applies to any other kind of emergency. **Due to the off site location of the fire department, and the lack of an air traffic control tower, an Alert Three is likely to be the only aircraft alert that is responded to.**

Alert One (Standby) - This indicates an aircraft approaching the airport with a "Minor Difficulty" (feathered propeller on multi-engine aircraft, overheated engine, oil leak, AIR EVAC departures, etc.).

Alert Two (Emergency) - This indicates an aircraft approaching with an engine on fire, faulty landing gear, low hydraulic pressure, etc.).

Alert Three (Accident) - This indicates that an aircraft is involved in an accident on or near the airport.

Alert Four (Other Emergency Incidents) - This indicates that an emergency exists other than those listed above.



Standard Procedures

Only ARFF, Harbor Police, or Airport Management shall classify an aircraft alert. The classification will be based on the severity of the situation as evaluated by the person receiving the report. The Incident Commander can change the classification as he/she sees fit.

Incident Command shall be established by the first responder on scene. Command should be relinquished upon arrival of higher ranking personnel.

ARFF equipment should not enter the runway before announcing entry onto the active runway on the local frequency. ARFF personnel should monitor the local frequency while on the runway and advise any inbound aircraft that the runway is closed. Other responders shall not enter the runway, or any other area in the immediate vicinity of the incident without permission from Incident Commander.

The runway will only be reopened after a thorough inspection is done by the airport manager or designated representative.

Communications

The primary emergency communications system is 2-way radio communications. Cell phones or landlines shall serve as secondary communications.

Periodic Review, Drills and Training

It is recommended that the AEP be reviewed with all participating parties every twelve months to verify contact information and identify responsibilities. It is also recommended that a full scale emergency plan drill be performed periodically and in conjunction with the local emergency operations plan. Personnel should periodically review AIP policies, procedures and related information. Training that covers changes in policies, procedures, resource availability, etc should be provided to ensure that all personnel stay familiar with current information.

All officers and members of the Fire Department, Lafourche Parrish Sheriff's Office, emergency medical team as well as Port Commission Staff should obtain familiarity with recommended operating procedures and practices for apparatus and equipment to be employed during crash/fire rescue activities at the South Lafourche Leonard Miller, Jr. Airport.



Availability and Distribution

This plan is part of the Airport Operations Manual (AOM), and is available to all persons and agencies with access to the AOM. Additional distribution of the AEP will be made the following agencies which do not require the entire contents of the AOM.

- The Greater Lafourche Port Commission
- Galliano Volunteer Fire Department
- Local FBOs

Responsibilities

Incident Commander - Normally an ARFF officer, who oversees emergency response actions including fire fighting, triage, and emergency medical activities, controls and directs the on-scene command post during fire suppression and rescue activities.

Airport Manager - responsible for airport facilities and operating surfaces. Upon completion of fire suppression and rescue activities, the on-scene command post will revert to the Airport Manager or his designee.

UNICOM Operator – this person monitors the local frequency and advises local traffic of airport closure and ensures the safety of the responders on the active part of the airfield. If available, this position should be filled by an FBO lineman.

Affected Owner/Operator - responsible for their equipment, personnel and passengers.

Line of Succession

Overall supervision of the necessary action required by airport personnel will be exercised by Senior Airport or Port staff in the following order:

- Airport Manager / Other as designated by GLPC ***
- Fire Chief
- Harbor Police Chief

*** Assumes incident command only after fire suppression and rescue activities have ceased.



Declaring Emergencies

Determination to alert emergency equipment may be made by any of the following:

- Aircraft Pilot
- Unicom Operator on duty
- Aircraft Owner/Operator
- Airport management or representative

All emergency equipment alerts should be made by airport management or representative. Direct control and direction of the fire suppression and rescue activities will be provided by the Fire Chief or Senior Fire Officer on duty.

6.2 EMERGENCIES / RESPONSE

This section focuses on the special planning needs associated with particular airport hazards that may impact South Lafourche Leonard Miller, Jr. Airport. These hazards include:

- Aircraft Incidents and Accidents
- Bomb Incidents
- Aircraft Hijack, Sabotage, Pilferage or Theft
- Natural Disasters
- Hazardous Material Incidents
- Structural Fires/ Fuel Fires/Fuel Storage Areas
- Civil Disturbances
- Off-Airport Accidents

6.3 AIRCRAFT INCIDENTS AND ACCIDENTS

6.3.1 Types

Aircraft Accident - Any occurrence associated with the operation of an aircraft in which a person suffers death of serious injury or an aircraft receives substantial damage.

Aircraft Incident - Any occurrence associated with the operation of an aircraft that is not considered an accident.



6.3.3 PRESERVATION OF AIRCRAFT WRECKAGE AND RECORDS

Aircraft operator is required to notify the FAA-FSDO and the NTSB of aircraft accidents or incidents.

Aircraft wreckage, mail, and cargo (associated with the accident/incident) may be disturbed or moved before the NTSB takes custody on to the extent necessary to:

- a. Remove persons injured or trapped
- b. Protect the wreckage from further damage
- c. Protect the public from injury

Where it is necessary to move aircraft wreckage, sketches, descriptive notes and photographs shall be made of the accident location including original position, any significant impact marks and the condition of the wreckage.

Aircraft wreckage shall not be released until the NTSB or the FAA grants permission.

6.3.5 REMOVAL OF DISABLED AND DERELICT AIRCRAFT

The Aircraft Owner/Operator is responsible for removing disabled aircraft, determining the extent of damage prior to removal and arranging/providing for equipment and crews necessary for removal.

Airport Management or its representative may remove the aircraft with minimum delay if the registered owner/operator cannot or is dilatory in doing so. A list of crane operators who can assist are listed in the contact list (**Appendix 2**).

Airport Management or its representative will demand removal by the owner/operator, at his own expense, of any disabled or derelict aircraft improperly left on airport property. If owner/operator is unable to comply, they may sign the aircraft release form (**Appendix 3**) and allow airport management to have the aircraft removed at the owner/operator's expense.

Airport Management may impound and store the aircraft/wreckage if the owner/operator fails to remove it within a timely manner considering the following:

- the circumstances and condition of the hazard(s) created by the presence of the aircraft/wreckage
- appropriate action needed to restore the Airport to full operation
- the cost of removal and storage charged to the aircraft owner/operator

Upon payment of charges, the aircraft/wreckage shall be released and possession shall be restored to the owner/operator.



6.4 BOMB THREATS

Should anyone receive a bomb threat directed towards any airport building, structure, or an aircraft, the person receiving the call should contact 911 immediately and notify the Airport Manager and Port Authority.

Aircraft Bomb Threat

The placement, statements, remarks and comments with regard to a bomb or any type of explosive device aboard an aircraft is a federal offense.

Isolation and Evacuation

The involved aircraft will be positioned in as remote an area as possible. Passengers shall be off-loaded and the aircraft shall be moved to the isolated area, for inspection. All luggage, including carry-on and handbags, as well as cargo will remain on the aircraft until searched by law enforcement personnel.

During the search of a suspected aircraft, any package, piece of luggage, or other object determined to be suspicious **shall not be moved** but shall be immediately called to the attention of the Bomb Disposal Unit.

Structural Bomb Threat

Upon receipt of a bomb threat to any airport building, employees should contact 911 immediately. .



6.5 AIRCRAFT HIJACK, SABOTAGE, PILFERAGE OR THEFT

In general the security of parked aircraft at the airport is of vital importance. Therefore, all personnel using the airport should remain alert at all times in an effort to prevent theft, malicious mischief, and sabotage. **Immediately contact 911 in the event a hijacking, sabotage, or pilferage is suspected.**

Aircraft Hijack

Aircraft hijacking is under the jurisdiction of the FBI. However, local law enforcement, fire department, emergency medical team and airport personnel will assist the FBI as directed.

All personnel should be fully aware that when a hijacked aircraft has passengers on board, the aircraft commander is in full command and the safety of passengers is the first and most important interest. Any individual action by enforcement personnel may endanger the lives of passengers and should be carefully considered prior to action being taken.

Aircraft Sabotage

The sabotage of civil aircraft engaged in interstate operation (airlines and air taxis) is a federal offense (Section 32, Title 18 USC). As such, contact the agencies and apply actions as outlined in *Hijacked Aircraft*. The sabotage of civil aircraft will be handled by local investigation.

Airport management is responsible for the initial investigation of acts of sabotage committed on the airport. Further, it is the responsibility of FBOs, tenants, airport employees, etc to inform airport management immediately in the event of suspected sabotage on or adjacent to their facilities.

Pilferage/Theft

The pilferage of civil aircraft at the Airport is handled in the same manor as the theft of private property. As a result, tenants and aircraft owners/operators should contact Airport Management and local law enforcement.



6.6 SEVERE WEATHER / NATURAL DISASTERS

In the event of a natural disaster such as tornadoes, hailstorms, flooding, hurricane, or other natural disaster, the Greater Lafourche Port Commission Hurricane Guide will be followed. The NOAA weather radio should be monitored to ascertain the type and severity of conditions which might impact airport operations.

6.7 HAZARDOUS MATERIAL INCIDENTS

Upon notification that a radiological or hazardous materials incident has occurred, Contact 911.

This emergency involves the possible spillage of radiological or hazardous material on a commercial, military or private aircraft in flight. The transportation of radioactive materials, including fissionable materials on civil aircraft is governed by the Civil Air Regulations promulgated by the Federal Aviation Administration.

6.8 STRUCTURAL FIRES/ FUEL SPILLAGE

Fuel Spillage situations will be handled by following the SPC Plan for GAO FBO Services (Appendix 3).

This emergency situation involves on-airport structural fires such as terminals and hangars. The initial response to a structural fire will be made by the local fire department. Additional equipment and personnel will remain on stand-by at the station until notified.

If any aircraft are exposed to the fire, the fire units will concentrate on protecting the aircraft and assume their first priority is the readiness to respond to aircraft incidents. Upon notification of an on-airport structural fire, fuel fire or spill, and/or fuel storage incident, the following agencies will be contacted by airport management as needed.

Response Structural Fire

Witnesses will notify the fire station by dialing (985) 798-5825 to provide the fire location.

Response to Fuel Spillage or Fuel Fire

The Fire Department and Airport Management shall be notified if any fuel spill is over ten feet (10') in dimension or over 50 square feet in area; continues to flow; or is otherwise a hazard to persons or property.



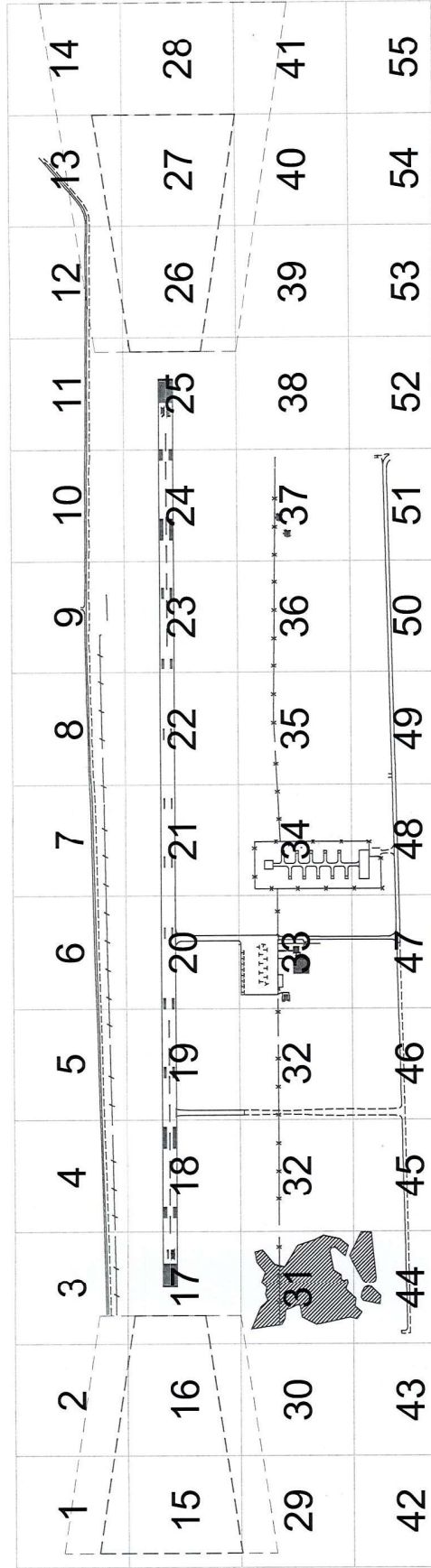
6.9 OFF-AIRPORT AIRCRAFT INCIDENTS/ACCIDENTS

When an aircraft accident occurs beyond the adjacent bordering areas of the Airport, the dispatch of a fire and security emergency unit will be dependent upon the distance and access to the accident scene and the ability of fire departments in the vicinity to respond.

The Fire Department will dispatch engine companies that are located nearest to the accident site. The Harbor Police, Sheriff's Office and Louisiana State Police will dispatch patrols to secure the site and to control the roads so that ambulances and other emergency units may have access into and out of the area.



Appendix 1 – Airport Grid Map



Greater Lafourche Port Commission
 South Lafourche
 Leonard Miller, Jr. Airport

Operations Manual

Emergency Plan

Airport Grid Map

Scale
 1"=800'

Exhibit
 Appendix 1



Appendix 2 – Contact Information

Tenants

Rotorcraft : 475-4924

VIH/Cougar

FBO Office: 465-4534

Blackhawk Road: 465-4588

Trailer Site: 291-0715/0716/1018

Paramedics: 291-0719

Evergreen: 475-4549

NRCS: 475-5280

GAO FBO

Office: 475-6701

Linemen (cell): 291-1216

Brammer Engineering: 532-9300

Agencies

Fire Department: 798-5821/ 911

Airport Manager: 696-1777

NOTAMS – Lockheed Martin: (877) 487-6867

Flight Standards District Office (FSDO) Baton Rouge: (800) 821-1960

Crane Operators

Tidewater: (985) 475-5000

Duplantis Truck Line: (985) 873-7796

Redmond's Crane Service: (985) 876-6636

Frequencies

UNICOM/Local Traffic: 123.000 VHF

Emergency Frequency: 121.5 VHF



Appendix 3 – GAO FBO Services Inc. SPC Plan

SPILL PREVENTION AND CONTROL (SPC) PLAN

FOR

FACILITIES THAT HAVE ABOVE GROUND STORAGE TANKS

Pg. 3. Phone #'s

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY



3. RECORD EMERGENCY PHONE NUMBERS TO BE USED IN THE CASE OF A SPILL:

First Call – 911 Hazmat Spill and Fire Hazard

Garner Emergency Spill Response – 1-800-424-1716 or 504-254-2444 or 281-930-4402

FBO Manager Larry Lippert – 1-337-853-8500

St. John's Dispatch – 1-709-758-4828

Cougar Office – 985-475-4534

Jason Duet – Airport Manager 985-696-1777

THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIRES SPILL PREVENTION AND CONTROL (SPC) PLANS FOR FACILITIES THAT HAVE ABOVE GROUND STORAGE TANKS THAT MEET, BUT ARE NOT LIMITED TO**, THE FOLLOWING CONDITIONS:

- 1) THE TANK, OR TANKS, HOLD A MINIMUM OF 660 U.S. GALLONS IN AN INDIVIDUAL CONTAINER, AND 1,320 U.S. GALLONS FOR TWO OR MORE INDIVIDUAL CONTAINERS AGGREGATE IN A COMMON STORAGE AREA.
- 2) THE TANK, OR TANKS, CONTAIN OIL OF ANY KIND OR IN ANY FORM, INCLUDING, BUT NOT LIMITED TO PETROLEUM, FUEL OIL, SLUDGE, OIL REFUSE, AND OIL MIXED WITH WASTES OTHER THAN DREDGED SPOIL.

**OTHER CHEMICALS THAT ARE STORED AT YOUR FACILITY MAY BE COVERED UNDER THESE SPC REQUIREMENTS. FOR MORE INFORMATION, PLEASE CONTACT YOUR DISTRIBUTOR OR THE DEPARTMENT OF ENVIRONMENTAL QUALITY AT 225-219-3640.

PLEASE SUBMIT A COPY OF YOUR SPC PLAN TO YOUR LOCAL FIRE STATION AND YOUR PARISH OFFICE OF EMERGENCY PREPAREDNESS. RETAIN TWO COPIES OF YOUR SPC PLAN: STORE ONE COPY IN YOUR MAIN OFFICE AND ONE COPY IN A PLASTIC COVERING AT THE LOCATION OF THE ABOVE GROUND STORAGE TANK.

SPC PLAN

FACILITY NAME:

GAO FBO Services Inc.

FACILITY OPERATOR:

GAO FBO Services Inc.

DESIGNATED PERSON WHO IS ACCOUNTABLE FOR SPILL PROCEDURES:

Larry Lippert

MAILING ADDRESS OF FACILITY:

*551 Airport Rd
PO Box 1058
Galliano, LA 70354*

PHYSICAL LOCATION OF FACILITY:

*551 Airport Rd
Galliano, LA 70354*

DATE FACILITY OPERATIONS BEGAN:

17 July, 2007

FACILITY DESCRIPTION:

Full Service FBO, Providing fuel (Jet A and Avgas) and power cart services

- | | | |
|--|-----|----|
| a. DIKES, BERMS, OR RETAINING WALLS SUFFICIENTLY IMPERVIOUS TO CONTAIN SPILLS? | Yes | No |
| b. CURBING, DRIP PANS? | Yes | No |
| c. CULVERTS, GUTTERS OR OTHER DRAINAGE SYSTEMS? | Yes | No |
| d. WEIRS, BOOMS OR OTHER BARRIERS? | Yes | No |
| e. SPILL DIVERSION PONDS? | Yes | No |
| f. RETENTION PONDS? | Yes | No |
| g. SORBENT SUBSTANCES? | Yes | No |
| h. SUMPS AND COLLECTION SYSTEMS? | Yes | No |
| i. ADDITIONAL TANKS TO AUTOMATICALLY RECIVE OVERFLOW? | Yes | No |
| j. LIQUID LEVEL SENSING DEVICES | Yes | No |
| k. OTHER (Please list): _____ | | |

2. DESCRIBE STEP-BY-STEP PLAN OF ACTION IN THE EVENT OF A SPILL. INCLUDE AN IN-DEPTH DESCRIPTION OF THE MANPOWER, EQUIPMENT, AND MATERIALS THAT WILL BE USED TO ENSURE TIMELY AND EFFECTIVE ACTION TO MINIMIZE DAMAGE IN THE CASE OF A SPILL EVENT.

1. *Deploy booms and absorbents*
2. *Utilize Cougar Manpower as needed within ¼ mile of site*
3. *Call 911*

3. RECORD EMERGENCY PHONE NUMBERS TO BE USED IN THE CASE OF A SPILL:

First Call – 911 Hazmat Spill and Fire Hazard

Garner Emergency Spill Response – 1-800-424-1716 or 504-254-2444 or 281-930-4402

FBO Manager Larry Lippert – 1-337-853-8500

St. John's Dispatch – 1-709-758-4828

Cougar Office – 985-475-4534

Jason Duet – Airport Manager 985-696-1777

NOTICE: IF A SPILL OCCURS, THE DEPARTMENT OF ENVIRONMENTAL QUALITY, OFFICE OF ENVIRONMENTAL COMPLIANCE, SHOULD BE NOTIFIED BY TELEPHONE WITHIN 24 HOURS AFTER LEARNING OF THE DISCHARGE.

OFFICE HOURS: 225-219-3640

AFTER HOURS: 225-342-1234

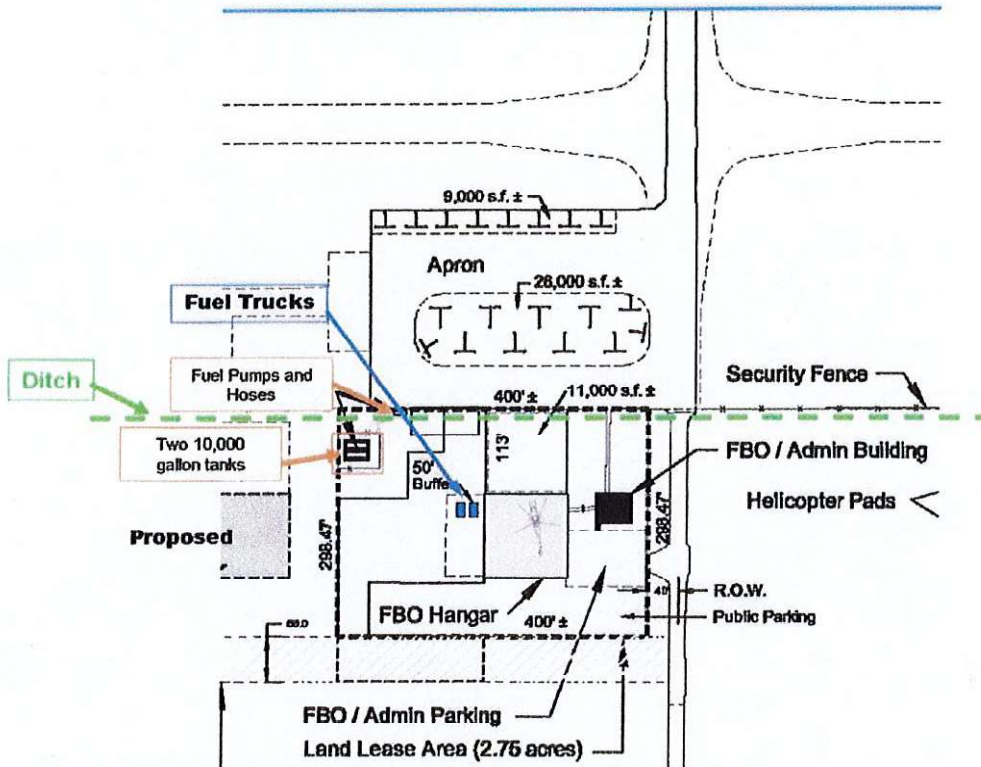
WRITTEN NOTIFICATION SHOULD BE SUBMITTED TO THE DEPARTMENT WITHIN 7 DAYS AFTER TELEPHONE NOTIFICATION. PLEASE CALL 225-219-3640 FOR MORE INFORMATION.

This is the second printing of this public document, published at a total cost of \$232.00 for 1000 copies by the Louisiana Department of Environmental Quality, P. O. Box 4314, Baton Rouge, Louisiana 70821-4314 to provide the public with environmental information under the authority of La. R. S. 30:2011. The material was printed in accordance with the standards for printing by state agencies established pursuant to R. S. 43:31 of the Revised Louisiana Statutes.

IDENTITY, AMOUNT, AND LOCATION OF SUBSTANCES STORED AT FACILITY:

*One 10,000 Gal Tank for Jet A
One 10,000 Gal Tank for Avgas
One 500 Gallon diesel tank for a generator
One 3,000 Gal Jet A Truck
One 1,000 gallon Avgas Truck*

PLEASE SKETCH FACILITY SITE AND LOCATION OF TANKS THEREIN:



NEAREST POTENTIAL RECEIVING WATERS:

Ditch is 10' to 15' from Offloading Point

IF A SPILL WERE TO OCCUR, PREDICT THE DIRECTION, RATE OF FLOW, AND QUANTITY OF APPLICABLE SUBSTANCES:

Flow is North at 5 MPH, 8,000 Gallons Max Spill

WHAT IS THE FACILITY'S CAPABILITIES AND PROCEDURES FOR TAKING CORRECTIVE ACTION AND/OR COUNTERMEASURES IF A SPILL WERE TO OCCUR?

1. DOES FACILITY HAVE APPROPRIATE CONTAINMENT AND/OR DIVERSIONARY STRUCTURES OR EQUIPMENT TO PREVENT AN APPLICABLE SPILL FROM REACHING WATERS OF THE STATE? (At least one of the following is recommended as a means to prevent spills.)

The following items are in the planning stage



Appendix 4 – Airport Forms



Aircraft Release Form

SOUTH LAFOURCHE LEONARD MILLER, JR. AIRPORT

Lafourche, Louisiana

DATE _____

Name _____ (Owner or Pilot)

Address,

The South Lafourche Leonard Miller, Jr. Airport, as per your request, will assist in removing damaged aircraft _____, owned and/or operated by the undersigned,

from _____ (Site of Accident)

to _____ and in so doing assumes no liability for any damage or any further damage to the above-mentioned aircraft, or injury to employees other than those employed by the Greater Lafourche Port Commission.

Greater Lafourche Port Commission

By _____ (Name and Title)

ACCEPTED: DATE _____

(Company Name if applicable)

By _____
(Name and Title-Owner or Pilot)

U.S. Department of Transportation
Federal Aviation Administration

BIRD / OTHER WILDLIFE STRIKE REPORT

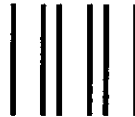
| 1. Name of Operator | | 2. Aircraft Make/Model | | 3. Engine Make/Model | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--------------------------|---|---------------------|--|--------------------------|--------|--------|--------------------------|--------------------------|--------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--|--------------------------|---------------|--------------------------|--------------------------|---------|--------------------------|--------------------------|-------------|--------------------------|--------------------------|-----------------|--------------------------|--------------------------|-----------------|--------------------------|--------------------------|-----------------|--------------------------|--------------------------|---------|--------------------------|--------------------------|-----------------|--------------------------|--------------------------|-----------|--------------------------|--------------------------|-----------------|--------------------------|--------------------------|---------------------|--------------------------|--------------------------|
| 4. Aircraft Registration | | 5. Date of Incident ____/____/____ Month Day Year | | 6. Local Time of Incident <input type="checkbox"/> Dawn <input type="checkbox"/> Dusk <input type="checkbox"/> HR <input type="checkbox"/> MIN <input type="checkbox"/> Day <input type="checkbox"/> Night <input type="checkbox"/> AM <input type="checkbox"/> PM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. Airport Name | | 8. Runway Used | | 9. Location if En Route (Nearest Town/Reference & State) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 10. Height (AGL) | | 11. Speed (IAS) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12. Phase of Flight <input type="checkbox"/> A. Parked <input type="checkbox"/> B. Taxi <input type="checkbox"/> C. Take-off Run <input type="checkbox"/> D. Climb <input type="checkbox"/> E. En Route <input type="checkbox"/> F. Descent <input type="checkbox"/> G. Approach <input type="checkbox"/> H. Landing Roll | | 13. Part(s) of Aircraft Struck or Damaged <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Struck</th> <th>Damaged</th> <th></th> <th>Struck</th> <th>Damaged</th> </tr> </thead> <tbody> <tr> <td>A. Radome</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>H. Propeller</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>B. Windshield</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>I. Wing/Rotor</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>C. Nose</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>J. Fuselage</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>D. Engine No. 1</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>K. Landing Gear</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>E. Engine No. 2</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>L. Tail</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>F. Engine No. 3</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>M. Lights</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>G. Engine No. 4</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td>N. Other: (Specify)</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table> | | | | | Struck | Damaged | | Struck | Damaged | A. Radome | <input type="checkbox"/> | <input type="checkbox"/> | H. Propeller | <input type="checkbox"/> | <input type="checkbox"/> | B. Windshield | <input type="checkbox"/> | <input type="checkbox"/> | I. Wing/Rotor | <input type="checkbox"/> | <input type="checkbox"/> | C. Nose | <input type="checkbox"/> | <input type="checkbox"/> | J. Fuselage | <input type="checkbox"/> | <input type="checkbox"/> | D. Engine No. 1 | <input type="checkbox"/> | <input type="checkbox"/> | K. Landing Gear | <input type="checkbox"/> | <input type="checkbox"/> | E. Engine No. 2 | <input type="checkbox"/> | <input type="checkbox"/> | L. Tail | <input type="checkbox"/> | <input type="checkbox"/> | F. Engine No. 3 | <input type="checkbox"/> | <input type="checkbox"/> | M. Lights | <input type="checkbox"/> | <input type="checkbox"/> | G. Engine No. 4 | <input type="checkbox"/> | <input type="checkbox"/> | N. Other: (Specify) | <input type="checkbox"/> | <input type="checkbox"/> |
| | Struck | Damaged | | Struck | Damaged | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| A. Radome | <input type="checkbox"/> | <input type="checkbox"/> | H. Propeller | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| B. Windshield | <input type="checkbox"/> | <input type="checkbox"/> | I. Wing/Rotor | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| C. Nose | <input type="checkbox"/> | <input type="checkbox"/> | J. Fuselage | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| D. Engine No. 1 | <input type="checkbox"/> | <input type="checkbox"/> | K. Landing Gear | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E. Engine No. 2 | <input type="checkbox"/> | <input type="checkbox"/> | L. Tail | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| F. Engine No. 3 | <input type="checkbox"/> | <input type="checkbox"/> | M. Lights | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| G. Engine No. 4 | <input type="checkbox"/> | <input type="checkbox"/> | N. Other: (Specify) | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14. Effect on Flight <input type="checkbox"/> None <input type="checkbox"/> Aborted Take-Off <input type="checkbox"/> Precautionary Landing <input type="checkbox"/> Engines Shut Down Other: (Specify) _____ | | 15. Sky Condition <input type="checkbox"/> No Cloud <input type="checkbox"/> Some Cloud <input type="checkbox"/> Overcast | | 16. Precipitation <input type="checkbox"/> Fog <input type="checkbox"/> Rain <input type="checkbox"/> Snow <input type="checkbox"/> None | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 17. Bird/Other Wildlife Species | | 18. Number of birds seen and/or struck <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Number of Birds</th> <th>Seen</th> <th>Struck</th> </tr> </thead> <tbody> <tr> <td>1</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>2-10</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>11-100</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>more than 100</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table> | | Number of Birds | Seen | Struck | 1 | <input type="checkbox"/> | <input type="checkbox"/> | 2-10 | <input type="checkbox"/> | <input type="checkbox"/> | 11-100 | <input type="checkbox"/> | <input type="checkbox"/> | more than 100 | <input type="checkbox"/> | <input type="checkbox"/> | 19. Size of Bird(s) <input type="checkbox"/> Small <input type="checkbox"/> Medium <input type="checkbox"/> Large | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Birds | Seen | Struck | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2-10 | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 11-100 | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| more than 100 | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 20. Pilot Warned of Birds <input type="checkbox"/> Yes <input type="checkbox"/> No | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 21. Remarks (Describe damage, injuries and other pertinent information) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DAMAGE / COST INFORMATION | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 22. Aircraft time out of service: _____ hours | | 23. Estimated cost of repairs or replacement (U.S. \$): \$ _____ | | 24. Estimated other Cost (U.S. \$) (e.g. loss of revenue, fuel, hotels): \$ _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Reported by (Optional) | | Title | | Date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Network Reduction Act Statement: The information collected on this form is necessary to allow the Federal Aviation Administration to assess the magnitude and severity of the wildlife-aircraft strike problem in the U.S. The information is used in determining the best management practices for reducing the hazard to aviation safety caused by wildlife-aircraft strikes. We estimate that it will take approximately 6 minutes to complete the form. The information collected is voluntary. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number associated with this collection is 2120-0045. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

U.S. Department
of Transportation

**Federal Aviation
Administration**

800 Independence Ave. S.W.
Washington, D.C. 20561

Official Business
Penalty for Private Use, \$300



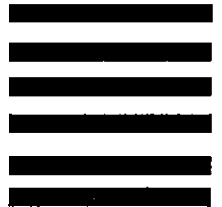
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST CLASS PERMIT NO. 12438 WASHINGTON D.C.

POSTAGE WILL BE PAID BY FEDERAL AVIATION ADMINISTRATION

Federal Aviation Administration
Office of Airport Safety and Standards, AAS-310
800 Independence Avenue, SW
WASHINGTON, DC 20591



FOLD AND TAPE HERE

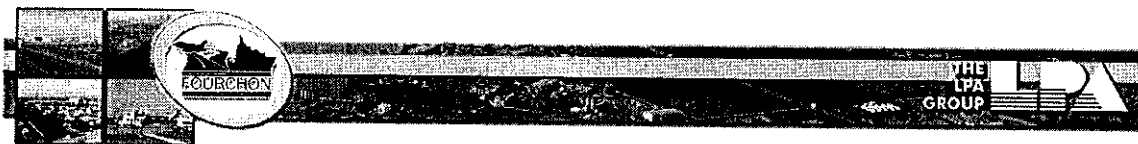
**Directions for FAA Form 5200-7
Bird/Other Wildlife Strike Report**

1. Name of Operator - This can be an airline (abbreviations okay - UAL, AAL, etc.), business (Coca Cola), government agency (Police Dept., FAA) or if a private pilot, his/her name.
2. Aircraft Make/Model - Abbreviations are okay, but to include the model (e.g. B737-200).
3. Engine Make/Model - Abbreviations are allowed (e.g., PW 4060, GECT7, LYC 580).
4. Aircraft Registration - This means the N# (for USA registered aircraft).
5. Date of Incident - Give the local date, not the ZULU or GMT date.
6. Local Time of Incident - Check the appropriate light conditions and fill in the hour and minute local time and check AM or PM or use the 24 clock and skip AM/PM.
7. Airport Name - Use the airport name or 3 letter code if a US airport. If a foreign airport, use the full name or 3 letter code and location (city/country).
8. Runway used - Self explanatory.
9. Location if En Route - Put the name of the nearest city and state.
10. Height AGL - Put the feet above ground level at the time of the strike (if you don't know, use MSL and indicate this). For take-off run and landing roll, it must be 0.
11. Speed (IAS) - Speed at which the aircraft was traveling when the strike occurred.
12. Phase of Flight - Phase of flight during which the strike occurred. Take-off run and landing roll should both be 0 AGL.
13. Part(s) of Aircraft Struck or Damaged - Check which parts were struck and damaged. If a part was damaged but not struck indicate this with a check on the damaged column only and indicate in comments (#21) why this happened (e.g., the landing gear might be damaged by deer strike, causing the aircraft to flip over and damage parts not struck by deer).
14. Effect on Flight - You can check more than one and if you check (Other", please explain in Comments (#21).
15. Sky condition - Check the one that applies.
16. Precipitation - You may check more than one.
17. Bird/Other Wildlife Species - Try to be accurate. If you don't know, put unknown and some description. Collect feathers or remains for identification for damaging strikes.
18. Number of birds seen and/or struck - check the box in the Seen column with the correct number if you saw the birds/other wildlife before the strike and check the box in the Struck column to show how many were hit. The exact number, can be written next to the box.
19. Size of Bird(s) - Check what you think is the correct size (e.g. sparrow = small, gull = medium and geese = large).
20. Pilot Warned of Birds - Check the correct box (even if it was an ATIS warning or NOTAM).
21. Remarks - Be as specific as you can. Include information about the extent of the damage, injuries, anything you think would be helpful to know. (e.g., number of birds ingested).
22. Aircraft time out of service - Record how many hours the aircraft was out of service.
23. Estimated cost of repairs or replacement - This may not be known immediately, but the data can be sent at a later date or put down a contact name and number for this data.
24. Estimated other cost - Include loss of revenue, fuel, hotels, etc. (see directions for #23).
25. Reported by - Although this is optional, it is helpful if questions arise about the information on the form (a phone number could also be included).
26. Title - This can be Pilot, Tower, Airport Operations, Airline Operations, Flight Safety, etc.
27. Date - Date the form was filled out.

CHAPTER 7

SECURITY PLAN





7.1 INTRODUCTION – SECURITY PLAN

Although not required, the Greater Lafourche Port Commission has developed this security plan to enhance the security of general aviation (GA) operations at South Lafourche Leonard Miller, Jr. Airport (GAO). While GAO is not regulated by Transportation Security Administration (TSA) guidelines, guidelines provided in TSA Information Publication A-001, *Security Guidelines for General Aviation Airports, May 2004* and *The Report Of The Aviation Security Advisory Committee Working Group On General Aviation Airports Security* provided by the Airport Security Advisory Committee were used in the development of this plan. The intent of this security plan is to provide recommendations to assist Airport Management, tenants and local law enforcement to enhance the security of GAO grounds, facilities, buildings and procedures. The security plan identifies procedures to use during acts of unlawful interference as well as in reporting suspicious behavior. This document should be reviewed and updated for accuracy no less that every 12 consecutive months.

7.2 COMMUNICATION PLANS

7.2.1 Point of Contact

The primary point of security contact at GAO is the Airport Manager. The Airport Manager may be reached at 985-696-1777 24 hours a day, seven days a week, and through the Greater Lafourche Port Commission Operations Office at 985-396-2750 twenty four hours per day.

7.2.2 Information Distribution

Routine information should be disseminated to tenants and other interested parties as required via mail, e-mail, the Port Commission's website, telephone, etc. as appropriate. It is recommended that occasional meetings be held with the tenants to discuss a variety of topics, including pertinent security related matters.

7.2.3 Contact Information

Emergency contact information should be reviewed at least annually and updated as required. The information should be distributed to all commercial tenants and made available to private tenants. Additionally, emergency phone numbers should be posted on the inside and outside of perimeter gates and on all roadway directional signage.

7.2.4 Emergency Phone Data

To augment cellular and commercial telephone systems, GAO should maintain, if not already available, an emergency phone net that connects the GAO UNICOM



to Port Fourchon Operations Center, Harbor Police, South Lafourche Fire Department, South Lafourche Emergency Dispatch Center, South Lafourche Sheriff's Office, and the GAO Airport Management and administrative Offices.

This system should be tested at 0815 local on a daily basis. Also, should this system fail, hand held radios could be used to communicate between these five locations.

7.2.5 Pilots/Tenants/Airport Personnel

Unclassified security information can be distributed to GAO users by telephone, email, and/or hand delivered upon request. In addition, it is recommended that GAO management hold periodic meetings to discuss security concerns with tenants as needed.

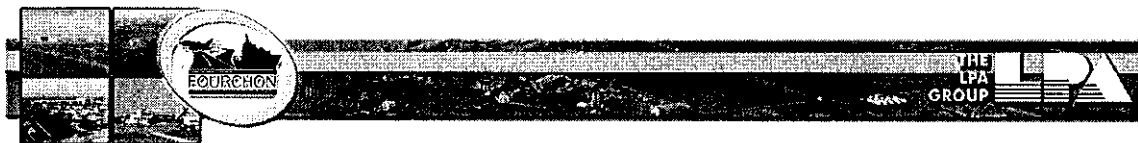
Those involved with the Airport should also take an active role in monitoring activity. If a person is acting suspiciously, they should be asked for credentials such as a pilot's license or another form of identification. Suspicious activity should be reported to any of the following:

- Airport Management
- Port Fourchon Harbor Police
- South Lafourche Sheriff's Office
- Port Fourchon Operations
- AOPA Airport Watch Program

Upon receipt of a report of suspicious activity, Airport Management will notify the Port Fourchon Harbor Police, South Lafourche Parrish Sheriff and, dependent upon level of suspicious activity, local TSA and FBI offices. Activity that appears to be a crime in progress should be reported to the Port Fourchon Harbor Police, South Lafourche Sheriff's Office Sub-Station and Louisiana State Police by immediately calling "911".

The following is a list of what could be considered suspicious activity:

- Aircraft with unusual or unauthorized modifications
- Persons loitering for extended periods of time in the vicinity of parked aircraft, in pilot lounges, or other areas deemed inappropriate;
- Pilots who appear to be under the control of another person;
- Persons wishing to rent aircraft without presenting proper credentials or identification;
- Persons who present apparently valid credentials but who do not display a corresponding level of aviation knowledge;
- Any pilot who makes threats or statements inconsistent with normal uses of aircraft;



- Events or circumstances that do not fit the pattern of lawful, normal activity at an airport;
- Individuals who appear over eager to use aviation lingo or misuse of such language.

7.3 PHYSICAL AIRPORT REVIEW

GAO is a general aviation airport with runway length of 6,500 feet, 28 based aircraft, 21-based rotorcraft, and is classified as a Category B-II airport. In 2006, approximately 12,400 operations (takeoffs and landings) were recorded. Commercial activities include: fuel sales, aircraft rental, charter service, and aircraft repair. Very little cargo is transported in or out of GAO.

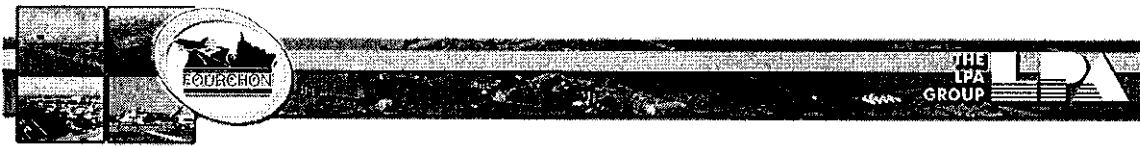
7.3.1 Access Control

GAO is surrounded by a six foot chain link fence topped with three (3) strands of barbed wire around the entire perimeter. There are currently three vehicle access gates. All but the main entrance gate remain locked twenty four hours per day and may only be opened by users equipped with the appropriate keys. Only GAO tenants and Greater Lafourche Port Commission staff who oversee the airport are provided keys. Recommended improvements include the installation of keypad and/or proximity card access controls. Cards and/or keypad codes should only be distributed to authorized personnel.

Gate combinations should be changed quarterly or more often if circumstances require. The combination is published approximately two weeks prior to becoming effective and is provided only to GAO tenants and Airport Management. The gate combination and key cards are considered sensitive information that shall not be provided to other persons except on a "need to know" basis. The practice of tenants providing the gate combinations to other persons is highly discouraged. Tenants are highly encouraged to escort all guests that they invite or anyone to whom their invitee distributes the gate combination. Tenants shall not provide the gate combination to anyone without also providing clear directions to and from the destination on the airport and instructions on how to operate a vehicle in areas that are jointly used by aircraft.

7.3.2 Hangars

As of March 2007, GAO has 1 conventional hangar. It is a policy of GAO management that hangar doors are kept shut and locked when tenants are not present.



7.3.3 Lighting

As of March 2007, GAO maintains outdoor lighting in and around the Administrative Building and hangar area. GAO should encourage new tenants to augment the lighting provided by GAO with additional lighting on newly constructed structures.

7.3.4 Signage

Warning signs and lights should be posted at vehicle/pedestrian access points. In addition, AOPA Airport Watch signs should be posted at vehicle entrance gates and on roadway directional signs.

7.3.5 Fueling

As of March 2007, above ground tanks at GAO hold 10,000 gallons of AVGAS and 10,000 gallons of Jet A fuel and are surrounded by a six foot fence topped by barbed wire. Both the pedestrian gate and vehicle gate should remain locked unless fueling tanks. A self fueling facility which provides both avgas and Jet A is located adjacent to the fuel tanks. Pumps are locked when unattended. Additionally, there is approximately 1,200 gallons of fuel storage provided in above ground fuel trucks.

7.3.6 Layout Map

A layout map is attached in Appendix 1.0 showing access points and access to the existing hangar and administration building.

7.4 SURVEILLANCE AND LAW ENFORCEMENT SUPPORT

7.4.1 AOPA Airport Watch Program

GAO should initiate the AOPA Airport Watch Program, and "1-866-GA-Secure" signs should be posted at vehicular and pedestrian access points and on roadway directional signs. AOPA should designate a tenant as a liaison for GAO. Training will also be made available through AOPA to GAO tenants and pilots on recognizing suspicious behavior.

7.4.2 Routine Patrols

The Greater Lafourche Port Commission employs Harbor Police to patrol GAO between 1500-0300 daily. Additionally, GAO operations staff should be trained in security issues and make frequent patrols of the airport perimeter. Airport staff



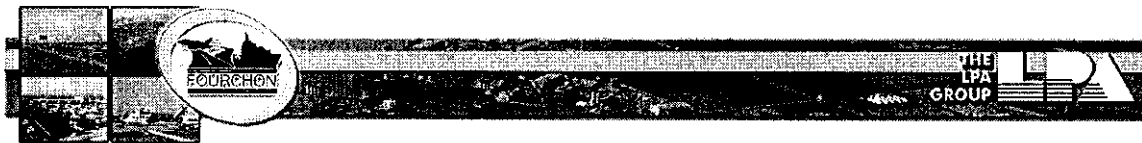
may be contacted by phoning the Greater Lafourche Port Commission or by contacting the Airport Manager directly at (985) 696-1777.

7.4.3 Homeland Security Alert System (HSAS)

After the September 11, 2001 attacks, the Department of Homeland Security (DHS) was created. The DHS created the HSAS program which consists of five alert conditions corresponding to various threat levels. Upon notification by HSAS, GAO can implement the following procedures:

| HSAS ALERT CONDITIONS | | | | |
|--|-------------------------------|---|--|--|
| Green | Blue | Yellow | Orange | Red |
| Verify and maintain effective communications to ensure reliable communications between GAO and first responders. | Same as Condition Green plus: | Same as Condition Green and Blue plus: | Same condition as Green, Blue and Yellow | Same as Condition Green, Blue, Yellow and Orange plus: |
| Report suspicious activity to local law enforcement or the AOPA GA Secure Program | Practice increased vigilance | Continue to implement AOPA Watch Program and renew training | Increased vigilance through the AOPA Watch Program is encouraged and promoted. | Restrict access as necessary |
| Law enforcement maintains routine patrols of the Airport | | Verify contacts and communications for all GAO responders | Post additional advisories | Airport Management disseminates information as necessary |
| AOPA Watch Program is encouraged | | | | Extreme vigilance through the AOPA Watch |
| Be aware of flight restrictions | | | | Report suspicious activity to local law enforcement, the TSA and the AOPA GA-Secure program. |

Source: TSA GA Security Guidelines, 2004



7.4.4 Training

The Lafourche Sheriff's Office, GLPC Harbor Police, and Emergency personnel are encouraged to continually familiarize themselves with GAO facilities.

7.5 INCIDENT MANAGEMENT AND EMERGENCY RESPONSE

7.5.1 Suspicious Activity

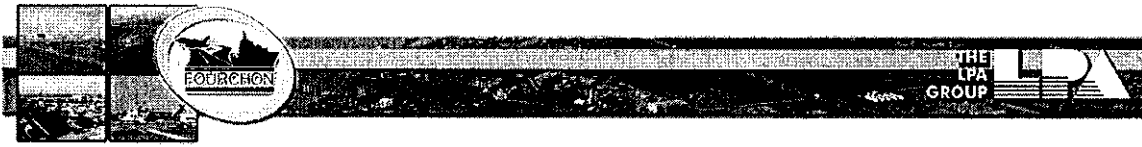
Any person at GAO that observes activities that appear to be a crime in progress should contact the Lafourche Sheriff's Office and Harbor Police.

If the activity is not an emergency situation, but needs reviewed, the activity should be reported to any of the following:

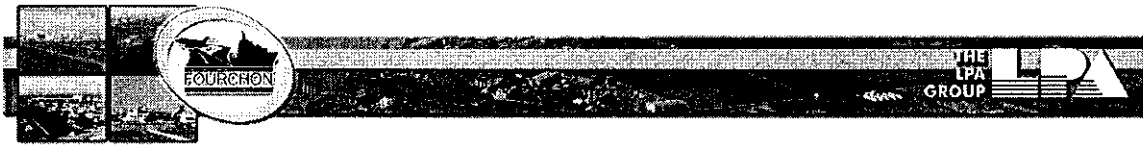
1. GAO Airport Management
2. GLPC Harbor Police
3. AOPA Airport Watch Program

Upon receipt of a report of suspicious activity, the GAO Airport Manager should notify the local TSA office along with members of the Port Administration and Harbor Police.

The individual(s) who witnessed the activity are encouraged to complete a Security Incident Form (provided in **Appendix 1.0**). Completed forms should be submitted to the Airport Management Office. GAO management should prepare written documentation to be kept on file on all reports, either verbal or written, that are submitted.



Appendix 1.0 – Airport Forms



Security Incident Report Form

Mail, e-mail or fax form to:

AIRPORT MANAGEMENT

PO DRAWER 490

GALLIANO, LA 70354

Phone 985-475-6701

South Lafourche Leonard Miller, JR. Airport:

Galliano, LA 70354: _____

Witness to Incident: _____

Telephone Number: _____

E-Mail: _____

Date of Incident: _____

Reported To: _____

Description of Incident: _____

Description of follow-up by law enforcement: _____



Appendix 2.0 – Security Measurement and Enhancements



TSA Airport Characteristics Measurement Tool

GAO should use this tool to assess which security enhancements might be most appropriate. Each characteristic is assigned a point. We have added points for every characteristic that applies to our facility. Point totals are explained in Appendix 6.0 and in the Transportation Security Agency Publication A-001, May 2004.

| SECURITY CHARACTERISTICS | ASSESSMENT SCALE | |
|---|---------------------|-------------|
| | Public Use Facility | Applies (X) |
| LOCATION | | |
| Within 30 NM of mass population area. | 5 | |
| Within 30 NM of a sensitive site. | 4 | X |
| Falls within outer perimeter of Class B Airspace | 3 | |
| Falls within the boundaries of restricted airspace | 3 | |
| BASED AIRCRAFT | | |
| Greater than 101 based aircraft | 3 | |
| 26-100 based aircraft | 2 | |
| 11-25 based aircraft | 1 | |
| 10 or fewer based aircraft | 0 | X |
| Based aircraft over 12,500 lbs. | 3 | X |
| RUNWAYS | | |
| Runway length greater than 5,001 ft | 5 | X |
| Runway length less than 5,000 ft, but greater than 2,001 ft. | 4 | |
| Runway length 2000 ft or less | 2 | |
| Asphalt or concrete runway | 1 | X |
| OPERATIONS | | |
| Over 50,000 annual aircraft operations | 4 | |
| Part 135 Operations | 3 | |
| Part 137 Operations | 3 | |
| Part 125 Operations | 3 | X |
| Flight Training | 3 | X |
| Flight Training in aircraft over 12,500 lbs. | 4 | |
| Rental Aircraft | 4 | X |
| Maintenance, Repair and Overhaul facilities conducting long term storage of aircraft over 12,500 lbs. | 4 | |
| TOTAL POINTS | | 23 |
| <i>Source: TSA Security Publication</i> | | |

Suggested Airport Security Enhancements

| Points/Suggested Guidelines | | | |
|---|-------|-------|------|
| >45 | 25-44 | 15-24 | 0-14 |
| <ul style="list-style-type: none"> • Fencing (Section 3.3.3) • Hangars (Section 3.3.1) • CCTV (Section 3.4.5) • Intrusion Detection System (Section 3.4.6) | | | |
| <ul style="list-style-type: none"> • Access Control (Section 3.3.4) • Lighting System (Section 3.3.4) • Perimeter System (Section 3.3.4) • Windfall System (Section 3.3.4) • Ballistic Protection (Section 3.3.4) | | | |
| <ul style="list-style-type: none"> • Level Signage (Section 3.3.5) • Security Committee (Section 3.5.1) • Transportation Signage/Operations (Section 3.5.3) | | | |
| <ul style="list-style-type: none"> • Signs (Section 3.3.5) • Documented Security Procedures (Section 3.5.1) • Positive Passenger/Cargo/Baggage ID (Section 3.1.1) • All Aircraft Secured (Section 3.2) • Community Watch Program (Section 3.4.1) • Contact List (Section 3.5.3) | | | |

Source: Transportation Security Administration Security Guidelines for General Aviation Airports, Information Publication A-001, May 2004

Sections referred to are located within the TSA publication A-001, May 2004



APPENDIX

Appendix A – Glossary of Terms

“Active Runway” At non-towered airports, the active runway is typically established by pilots based on its alignment with prevailing winds and refers to the runway end currently being used for aircraft landings and departures. Pilots use the UNICOM frequency to announce the active runway in order to alert other aircraft entering the pattern of air traffic flow and runway utilization.

“Aeronautical Activity” or **“Aeronautical Service”** shall refer to any activity or service conducted at the airport that involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations. These activities include, but are not limited to, air taxi and charter operations, aircraft fueling, aircraft storage, flight training, aircraft rental, aircraft sales, aircraft repair and maintenance, sightseeing, aerial photography, crop dusting, aerial advertising, aerial surveying, air carrier operations, sale of aircraft parts, sale and maintenance of aircraft accessories, radio, communication and navigational equipment, flying clubs and any other aeronautical or aviation related activity.

“Agreement” shall refer to the written agreement between the GLPC and an operator specifying the terms and conditions under which the operator may conduct any aeronautical activity or perform any aeronautical service. Such agreement shall recite the terms and conditions under which the activity or service will be conducted at the airport including, but not limited to, term of the agreement, rents, fees and charges to be paid, and the rights and obligations of the respective parties.

“Aircraft” shall be construed broadly to include any device used or designed for navigation or flight in the air, regardless of FAA registration or licensure, including, but not limited to, airplanes, gliders, helicopters, gyrocopters, ultralights, balloons, and blimps.

“Aircraft Fuel” shall refer to all flammable liquids composed of a mixture of hydrocarbons expressly manufactured or blended for the purpose of operating an internal combustion, jet or turbine engine.

“Aircraft Operation” shall refer to the movement of any aircraft on airport property and including, without limitation, the landing, take-off, and taxiing of aircraft at the airport.

“Aircraft Owner” shall refer to the person(s) and/or entity(ies) holding legal title to an aircraft and including person(s) and/or entity(ies) having exclusive and lawful possession of an aircraft.

"Aircraft Storage" shall refer to the temporary or long-term parking or storage of aircraft and as further confined to within those areas of the airport depicted on the Airport Layout Plan (ALP) or as expressly permitted by Airport Management in writing and subject to all terms and conditions imposed thereon.

"Airfield" shall refer to that portion of the airport which includes the runways, taxiways and apron areas.

"Airfield Operations Areas" or "AOA" shall refer to any area of the airport used or intended to be used for landing, takeoff, or the surface maneuvering of aircraft.

"Airframe and Power Plant Mechanic" or "A&P" shall refer to any person who holds an Aircraft mechanic certificate with both airframe and power plant ratings as authorized and described in 14 CFR Part 65.

"Airport" shall refer to South Lafourche, Leonard Miller Jr. Airport and includes all land, facilities, pavement, and other real property and improvements owned by the Greater Lafourche Port Commission that is located within the boundaries of said airport, as it presently exists on the most recently approved Airport Layout Plan or amended airport property map drawing which denotes the airport property boundary.

"Airport Employees" shall mean any bona fide employees of the GLPC, whether or not directly employed by the Port Commission or through contract via arrangements with a staffing agency.

"Airport Management" shall refer to the person or persons appointed and authorized by the Greater Lafourche Port Commission to administer and manage all operations of the airport and airport facilities, and to supervise all airport projects. Moreover, airport management will have the authority to make decisions on behalf of the GLFC.

"Airport Layout Plan" or "ALP" shall refer to the most recently approved plan or drawing depicting the physical layout of the airport and identifying the location and configuration of current runways, taxiways, buildings, roadways, utilities, NAVAIDS, etc. The ALP is a component of the Airport's Master Plan.

"Avionics Sales and Maintenance" shall refer to the operation of providing for the repair and service, or installation of aircraft radios, instruments, and related accessories, and which operations may include the sale of new or used Aircraft radios, instruments, and related accessories.

"Based Aircraft" shall refer to any aircraft which the aircraft owner physically locates or stores at the airport, and whenever absent from the airport, its owner intends to return the aircraft to the airport for storage.

"Based Operator" shall be any person using the airport as a base, or locus, for the purpose of operating any aircraft for the training of students, the demonstration and sale of aircraft, the carrying of passengers or cargo, the repair of aircraft, providing charter services or the use of aircraft for any commercial purposes whatsoever for hire, gift, remuneration or reward, and who, by agreement, guarantees to maintain an office at the airport and adequate personnel for performing the above-described service on a full-time annual basis.

"Building" shall refer to any existing or planned facility, hangar, or T-Hangar of steel, concrete, concrete block, or substantial metal construction on a concrete foundation, affixed to land within the airport, and at such location as has been duly approved by the GLPC. The erection, construction or expansion of any building after adoption of these standards shall be pursuant to all applicable zoning regulations and building codes.

"Commercial Operator" or **"Operator"** shall refer to any person involved in any aeronautical activity or providing any aeronautical service within the airport, or which contributes to, or is required for the safe conduct and utility of aircraft operations, the purpose of such activity being to generate or secure earnings, income, compensation, services, goods, like-kind exchange, or profit of any kind, whether or not such results are accomplished.

"CTAF Frequency" shall refer to the Common Traffic Advisory Frequency, a frequency designated for the purpose of carrying out airport advisory practices while operating to or from an airport without an operating control tower.

"Emergency Vehicle" shall refer to vehicles of the Harbor Police, Sheriff's office, the State Police or fire department, ambulances, or any vehicle conveying an airport official or airport employee in response to an emergency official call.

"Exclusive Right" shall refer to any power, privilege or other right excluding or debarring another from enjoying or exercising a like power, privilege or right. An exclusive right can be conferred either by express agreement, contract, license, lease, permit, the imposition of unreasonable standards or requirements or by any other means consistent with FAA rules, regulations or governing law.

"FAA" shall refer to the Federal Aviation Administration, a federal agency within the United States Department of Transportation which has primary responsibility over air travel and transportation within the United States.

"Fixed Base Operator" shall be any corporation, organization or person who shall have entered into a written lease or agreement with the Port Commission for the use of any building, shop or hangar, or for the site upon which such a building might be erected, and who, by further agreement guarantees to provide on the airport and serve the public with the following minimum services:

- Fuel Sales
- Fuel and Lubrication Servicing
- Ramp parking and tie-down
- Public amenities such as restrooms and telephones
- Flight planning and flight service facilities
- Loading, unloading and towing of aircraft
- Ground support equipment including aircraft tugs, air compressor, battery chargers, energizers and starters, ground power units
- Hangar storage (within FBO's leased or constructed facilities)

"Flowage Fee" shall refer to the fee rendered unto the Port Commission for all aviation fuels purchased which are intended to be dispensed on the airport property by vendors.

"Fueling" or **"Fuel Handling"** shall refer to the transportation, sale, delivery, dispensing, storage or draining of fuel or fuel waste products to or from any aircraft, vehicles or equipment.

"Fuel Storage Area" shall refer to any portion of the airport designated temporarily or permanently by airport management as an area in which aviation, motor vehicle gasoline or any other type of fuel or fuel additive may be stored or loaded.

"General Aviation" shall refer to all phases of aviation other than military aviation and scheduled or commercial air carrier operations.

"Hazardous Material" shall refer to any substance, waste or material which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is or becomes regulated as a hazardous material by any governmental authority, agency, department, commission, board or agency.

"Instructor" shall mean any individual giving, or offering to give, instruction in the operation, construction, repair or maintenance of aircraft, aircraft power plants, and accessories, including the repair, packing and maintenance of parachutes.

"Lease" shall refer to the written contract between airport management and an operator (Lessee) specifying the terms and conditions under which an operator may occupy or operate from certain designated airport facilities and/or property.

"Lessee" shall refer to any person(s) or entity(ies) who has entered into a lease directly with airport management regarding property located within the airport.

"Master Plan" shall refer to the current master plan report and the scaled dimensional layout of the entire airport, indicating current and proposed usage for

each identifiable segment as approved by the GLPC, airport management, and the FAA.

“Minimum Operating Standards” or **“Standards”** shall refer to these qualifications, criteria, and standards established by the governing authority of the airport as the minimum requirements that shall be met by all commercial operators within the airport.

“Non-aeronautical Lease” shall refer to any lease of airport property that does not have access to the AOA and does not need to be close to the flight line in order to operate.

“Non-commercial Aviation Operator” shall refer to a private or corporate group who operates aircraft which are owned by a person, business or corporation which are used solely for the personal transportation of the owning corporation or business. Such aircraft may not be used as vehicles for hire nor may their facilities be used for any commercial aviation activities on the airport.

“NOTAM” shall mean Notice to Airmen and refer to a notice containing information (not known sufficiently in advance to publicize by other means) concerning the establishment, condition, or change in any component (facility, service, or procedure of, or hazard in the National Airspace System) the timely knowledge of which is essential to personnel concerned with flight operations.

“Parish” shall refer to Lafourche County.

“Permit” shall refer to any administrative approval issued by airport management to any person to conduct any aeronautical activity or provide any aeronautical service, on a temporary basis, and under such terms, conditions and duration as may be imposed and strictly limited to such location or locations as authorized.

“Person” as used in these standards shall refer to any individual or individuals, corporation, firm, partnership, association, organization and any other group acting as an entity, or combination thereof, and further includes any trustee, receiver, assignee or similar representative thereof.

“Performance Bond” shall refer to a surety bond posted by a contractor guaranteeing full performance of a contract with the proceeds to be used to complete the contract or compensate for the owner’s loss in the event of nonperformance.

“Preventive Aircraft Maintenance” shall refer to any maintenance that is not considered a major aircraft alteration or repair and does not involve complex assembly operations as listed in 14 CFR Part 43, except for Item 22 in the Regulation (Item 22 involves the replacement of prefabricated fuel lines, and

shall, for the purposes of these regulations, be considered a major aircraft repair).

“Public Area” shall mean those areas including the carious concessions, rest rooms, terminal lounge sections, and hallways used for public thoroughfares, gathering, waiting and viewing; streets and roads, sidewalks and all other areas normally used by the general public. All other areas are considered operational areas and access is permitted upon expressed consent of the airport management.

“Refueling Trucks” shall mean any vehicle used for the transporting, handling or dispensing of aviation fuel, oils and lubricants.

“REIL” shall mean Runway End Identifier Lights and refer to two synchronized flashing lights, one on each side of the runway threshold, which provide rapid and positive identification of the approach end of a particular runway. The FAA has also referred to REILs with the acronym RENLs or Runway End Lights to avoid confusion with RAILs or Runway Alignment Indicator Lights.

“Roadway” shall refer to any street or road, whether improved or unimproved, within the boundaries of the airport and designated for use by ground vehicles.

“Rules and Regulations” or **“Rules”** shall refer to the rules and regulations approved by the GLPC, and subsequently approved by airport management, and as such rules may be amended from time to time. The rules shall apply to all persons operating under or pursuant to these standards.

“Self-Service” shall refer to the refueling, repair, preventive maintenance, towing, adjustment, cleaning and/or other general services of any aircraft performed by an aircraft owner, or by such direct employee(s) of an aircraft owner with resources supplied by the aircraft owner.

“Specialized Aviation Service Operation” or **“SASO”** shall refer to any aeronautical or aviation related business that offers a single or limited aeronautical service that does not include fueling. Examples of a SASO include, but are not limited to, flight training, aircraft maintenance, air charter, air taxi, aircraft sales, aircraft rental, avionics sales and maintenance, aircraft storage, and sale of pilot supplies.

“State” shall refer to The Office of Aviation and Public Transportation, Louisiana Department of Transportation and Development, which is charged with the regulation of aeronautics throughout the State.

“Sublease” shall refer to any written agreement, approved by the GLPC and airport management, stating the terms and conditions under which a third party

operator leases space from a lessee for the purpose of providing aeronautical activities or services at or within the airport.

“Taxilane” shall refer to those portions of the airport apron area, or any other area, used for access between taxiways and aircraft parking or storage areas.

“Taxiway” shall refer to those defined paths established for the taxiing of aircraft from one part of the airport to another.

“UNICOM” shall refer to a non-government air/ground radio communication facility which may provide airport advisory service.

“Variance” shall refer to any approved deviation from the requirements of these minimum operating standards as provided herein.

“Vehicle Parking Area” shall refer to any portion of the airport designated and made available temporarily or permanently by airport management for the parking of vehicles.

Appendix B – References and Websites

| | | |
|----------------------------|--|------------|
| | | |
| | FAA Advisory Circulars | |
| AC 90-89A | Amatuer-Built Aircraft and Ultralight Testing Handbook | 5/24/1995 |
| AC 150/5190-1A | Minimum Standards for Commercial Aeronautical Activities on Public Airports | 12/16/1985 |
| AC 150/5190-6 | Exclusive Rights at Federally-Obligated Airports | 1/4/2007 |
| AC 150/5200-28C | Notices to Airmen (NOTAMS) for Airport Operators | 7/24/2006 |
| AC 150/5200-18C | Airport Safety Self-Inspection | 04/23/2004 |
| AC 150/5210-5B | Painting, Marking, and lighting of Vehicles used on and Airports | 7/11/1986 |
| AC 150/5210-20 | Ground Vehicle Operations On Airports | 6/21/2002 |
| AC 150/5230-4A | Aircraft Fuel Storage, Handling, and Dispensing on Airports | 6/18/2004 |
| AC 150/5320-5B | Airport Drainage | 7/01/1970 |
| AC 150/5320-6D | Airport Pavement Design and Evaluation | 6/23/2006 |
| AC 150/5320-12C | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces | 12/05/2005 |
| AC 150/5340-1J | Standards for Airport Markings | 4/29/2005 |
| AC 150/5340-18D | Standards for Airport Sign Systems | 12/06/2004 |
| AC 150/5340-26A | Maintenance of Airport Visual Aid Facilities | 4/04/2005 |
| AC 150/5340-X* | Additional Guidance for Airport Navigational aids | n/a |
| AC 150/5345-X* | Additional Guidance for Airport Lighting | n/a |
| AC 150/5370-2E | Operational Safety on Airports During Construction | 1/17/2003 |
| AC 150/5380-6A | Guidelines and Procedures for Maintenance of Airport Pavements | 7/14/2003 |
| AC 150/5380-7A | Airport Pavement Management Program | 9/01/2006 |
| AC 150/5200-33A | Hazardous Wildlife Attractants on or near Airports | 7/27/2004 |
| | | |
| | FAA Orders / Memos | |
| | | |
| FAA Memo 5190.6 | Guidance for Leases, Use Agreements, and Land Releases | 6/14/1994 |
| FAA Order 5190.6A | Airport Compliance Requirements | 10/2/1989 |
| FAA Order 5200.5 | Waste Disposal Sites On or Near Airports | 6/20/1990 |
| | | |
| | Federal Aviation Regulations | |
| CFR 14, Part 91 | General Operating Flight Rules | Current |
| CFR 14, Part 61 | Certification of Pilots, Flight Instructors and Ground Instructors | Current |
| CFR 14, Part 77 | Objects Affecting Navigable Airspace | Current |
| CFR 14, Part 105.17 | Parachute Operations | Current |
| 14 CFR, Part 135 | Commuter and On-Demand Operations | Current |
| CFR 14, Part 141 | Pilot Schools | Current |
| | | |

| FAA Forms | | |
|---|--|--------------|
| FAA Form 5200-7 | Bird/Other Wildlife Strike Report | 9/30/2007 |
| FAA Form 7460-1 | Notice of Proposed Construction or Alteration | 7/31/2007 |
| National Fire Protection Association | | |
| NFPA 471 | Recommended Practice for Responding to Hazardous Materials Incidents | |
| NFPA Pamphlet No. 410D | Safeguarding Aircraft Cleaning, Painting and Paint Removal | |
| NFPA Pamphlet No. 410F | Aircraft Cabin Cleaning and Refurbishing Operations | |
| NFPA 407 | Standard for Aircraft Fuel Servicing | 2007 Edition |

* Additional guidance for navigational aids and lighting can be found in numerous Advisory Circulars within the same series.

Louisiana Revised Statutes

Approval of Airport Construction - R.S. 2:139
Obstructing Highways of Commerce - R.S. 14:96
Authority to equip, improve, establish fees and charges, and lease airport facilities - R.S. 2:135.1A
Criminal Mischief - RS 14:59
Entry on or remaining in places or on land after being forbidden - RS 14:63.3
Obstructing Highways of Commerce - RS 14:96 – 14:97
Labor and Workman's Compensation – R.S. 23

U.S. Code

Project grant application approval conditioned on assurances about airport operations - Title 49 US Code § 47107

Websites:

Department of Labor's website at: <http://www.bls.gov/cpi>
Federal Aviation Administration: www.faa.gov
Aimnav website of Airport information: www.airnav.com
Louisiana Department of Transportation: <http://www.dotd.la.gov>
Aeronautical Charts: www.skyvector.com
National Fire Protection Association: www.nfpa.org
Louisiana Laws Search: <http://www.legis.state.la.us/lss/tsrssearch.htm>
U.S. Code Collection: <http://www4.law.cornell.edu/uscode/>

Appendix C
SAMPLE HANGAR LEASE AGREEMENT

THIS T-HANGAR LEASE AGREEMENT (the "Agreement"), made and entered into this ____ day of _____, 20____, by and between the Greater Lafourche Port Commission, hereinafter called the "Lessor" and _____, hereinafter called the "Lessee".

1. Consideration. The consideration for this Agreement is the mutual covenants, and premises contained in this Agreement.

2. Term. The initial term of this Agreement shall be for a period of one (1) month and shall be automatically renewed for successive periods of one (1) month, unless terminated in accordance with the provisions of this Agreement. Should any conflict or dispute arise regarding this Agreement, this lease shall be construed as a month-to-month lease.

3. Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, Hangar No. _____ located on the South Lafourche Leonard Miller, Jr. Airport. The hangar is to be used for the storage of Lessee's airworthy aircraft with the exception that automobile parking in the hangar is permitted while the aircraft is being flown. Aircraft stored in the hangar must be registered with the South Lafourche Leonard Miller, Jr. Airport. The aircraft to be hangared is described as:

Aircraft Registration No. N: _____
Aircraft Make & Model: _____
Color: _____

If the Lessee changes the aircraft to be stored in the hangar, the identification and N-number of the new aircraft must be reported to the Airport Manager and incorporated by written attachment into this Agreement. Airworthy aircraft may not be under repair for more than ninety (90) days, unless written permission of the Airport Manager, or his designated representative has been obtained. Lessee has inspected the leased premises, and accepts same "As Is".

4. Rent. In consideration of the rights and privileges granted by this Agreement, and for the duration of this Agreement, Lessee shall pay to Lessor rent in the monthly amount of \$ _____ Dollars, plus any applicable rental tax, and is due in advance on the fifteenth of each month beginning on the ____ day of _____, 20____, and will be considered delinquent if not paid on or before the 15th of each month. A non-prorated delinquency charge of ten percent (10%) of the amount due shall be added to payments which are delinquent. Nothing in this subsection shall be deemed to prevent the Lessor from holding Lessee in default and/or serving proper notices for failure to pay rent when due. All payments due Lessor from Lessee shall be delivered to the place designated by the Lessor. Partial payment of hangar rental will not be accepted. Rent is due and payable without right of deduction, setoff, or demand.

The Lessor reserves the right to increase the monthly rent, upon at least fifteen (15) days notice to Lessee. Such increases, if any, shall be in accordance with adjustments in the Consumer Price Index; however, the rent shall never be less than the initial rent amount set forth hereinabove.

5. Maintenance and Repair. Lessee shall maintain the hangar in a neat and orderly condition, and shall keep the hangar floor clean and clear of oil, grease, and other stains. No explosive or flammable materials will be stored within or about the hangar. No boxes, crates, rubbish, paper, or other litter that could cause or support

combustion shall be permitted within or about the hangar. Additionally, no shop equipment shall be installed in the hangar. Lessee may polish or clean aircraft in hangar if flammable materials are not used.

Lessee shall be responsible for all damage to the leased premises caused by Lessee's negligence or abuse. Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of Lessee's negligence or abuse. In the event Lessee does not promptly repair any damaged premises, or property, for which Lessee is responsible, the Lessor reserves the right to make such repairs, at Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle.

All repairs, maintenance, or improvements shall be accomplished in accordance with Greater Lafourche Port Commission Building/Fire Codes. Lessee shall make no structural, electrical, or other modification to the premises without first obtaining the Lessor's permission and obtaining a permit, if required.

6. Use of Hangar. T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops, or maintenance shops.* Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may only be allowed with the written permission of the Airport Manager, or his designated representative. Lessee shall be permitted to perform in his/her leased hangar, only the work which is specifically authorized under Federal Aviation Regulations, Part 43, Appendix A, Paragraph C, Preventative Maintenance, or as otherwise provided by Federal Aviation Regulations, subject to approval by Fire Marshall. This maintenance shall only be performed by the owner or operator of the aircraft, if qualified; however, an A & P Mechanic may perform said work on the aircraft, which belongs to a company of which he is a bona fide employee, with prior approval of the Airport Manager, and a flying club member shall only work on aircraft of which he is part-owner, provided he is a qualified A & P Mechanic. Any other aircraft maintenance or repair work performed at South Lafourche Leonard Miller, Jr. Airport shall be performed only by an appropriately licensed A & P Mechanic, authorized to conduct business at the airport, and who is licensed to do such business within the Greater Lafourche Port Commission.

*(See "Attachment A" – Aeronautical Activities to be allowed).

7. Indemnification. Lessee shall hold harmless, indemnify and defend the Lessor, its officers and employees, representatives or agents against any claim, action, loss, damage, injury, liability, cost or expense of whatever kind or nature (including, but not by way of limitation, attorney's fees and court costs) arising out of or incidental to the Lessee's airport operations under this lease. This section 7 shall not apply to the proportionate extent that such damage is due to the fault of the Lessor, its officers or employees, representatives or agents..

8. Access. The Lessee shall be given a hangar lock from the Airport Manager with two keys supplied to the Lessee and the master key to be retained by the Lessor. The Lessor, or On-sight Airport Manager, designated by Lessor reserves the right at any time to enter the hangar for security, fire, and other inspections. If any deficiency in compliance with this Agreement is found, including any fire or accident hazard, Lessee shall be so informed, and shall within five (5) days of the notice rectify the hazard.

9. Assignment. Except as set forth below, this Agreement, or any part thereof, may not be assigned, transferred or subleased by Lessee without prior written consent of Lessor. This Agreement may be subleased where special circumstances exist, such as Lessee's absence during Summer months, provided that Lessee shall at all times remain responsible for compliance with the terms of this Agreement, including but not limited to the payment of rent. Further, Lessee must provide the Airport Manager with the subtenant's name, make, model, and N-Number of the subtenant's aircraft; and the subtenant shall be required to execute an acceptance of compliance with all lease terms.

10. Default and Termination. This Agreement shall be subject to termination by either party, with or without cause, by giving not less than fifteen (15) days written notice prior to the end of any monthly period. In the event it

becomes necessary for the Lessor to take legal action to enforce any of the provisions of this Agreement, including an action for possession of the leased premises, the Lessor shall be entitled to recover all costs and reasonable attorney's fees.

Upon termination of this Agreement for any reason, Lessee at its sole expense shall remove from the premises all personal property, equipment and materials, which Lessee was permitted to maintain in the leased premises, provided such removal, can be done without damage to the premises. If Lessee shall fail to do so within 15 days, then Lessor may effect such removal or restoration at Lessee's expense, and Lessee agrees to pay Lessor such expense promptly upon receipt of a proper invoice therefore.

11. Designation of Airport Manager. Lessor hereby designates the Airport Manager, or his designee, as its official representative with the full power to represent Lessor in all dealings with the Lessee in connection with the premises herein leased.

12. Rights Reserved.

A. Hazard Removal and Mitigation. Lessor reserves the right to take any appropriate action to assure that aerial approaches and terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes), will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

B. Compatible Land Use. Lessor reserves the right to take any appropriate action including the adoption of zoning laws, to extent reasonable, to restrict the use of land adjacent to or in the immediate vicinity of the Airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft, and any noise compatibility program.

C. Right to Enter. Lessor reserves the right to enter upon the premises at any time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

D. Times of War. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provisions of this instrument (insofar as they are inconsistent with the provisions of the lease to the government) shall be suspended.

13. Airport Protection. It shall be a condition of this Lease, that the Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the leased premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the Lessee expressly agrees for itself, its successors and assigns, to prevent any use of leased premises which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

14. Subordination. This Lease and all provisions hereof are subject and subordinate to the provisions of any existing or future agreement between the Lessor and the United States of America, or any agency thereof, relative to

the operation or maintenance of the airport, including such agreements which have been or may be required as a condition precedent to the expenditure of federal funds for the development or operation of the airport. This Lease shall also be subject and subordinate to any other applicable present or future Federal, State or Local laws, regulations, and requirements not specifically covered herein but nevertheless applicable hereto.

15. Nonexclusive Rights. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the airport.

16. Environmental Compliance. The Lessee will operate within existing and future rules established by environmental regulations published by all Federal, State and Local agencies. These agencies include, but are not limited to, the United States Environmental Protection Agency, the Occupational Safety and Health Administration, Louisiana Department of Environmental Quality, the State Emergency Response Commission, Lafourche Parish, the Greater Lafourche Port Commission, and the Louisiana Office of Conservation. The Lessee shall be solely responsible for any claims for damages arising from the Lessee's use, discharge, dispersal, or disposal of any pollutants or hazardous waste materials.

17. Appurtenant Privileges.

A. Use of Airport Facilities. Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with or appurtenant to the airport, including the use of landing areas, runways, taxiways, navigational aids, terminal facilities and aircraft parking areas designated by the Lessor.

B. Maintenance of Airport Facilities. At his discretion, the Lessor shall maintain all public and common or joint use areas of the Airport, including the Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereto as are required and necessary for the safe and efficient operation of the airport.

C. Airspace and Approaches. Lessor reserves the right to take any action It considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, or locating any building, object, or structure on the leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its effective date supersedes all prior or independent agreements between the parties covering the subject matter hereof. Any change or modification hereof must be in writing signed by both parties.

19. Severability. If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

20. Notice. Any notice given by one party to the other in connection with the Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage and registration fees prepaid:

1. If to Lessor, addressed to:

Greater Lafourche Port Commission
ATTN: Airport Manager
P. O. Drawer 490
Galliano LA 70354

2. If to Lessee, addressed to:

21. Headings. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement.

22. Governing Law. This Agreement is to be construed in accordance with the laws of the State of Louisiana.

23. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Louisiana. Additional information regarding radon and radon testing may be obtained from your county health department.

**ATTEST:
LOUISIANA**

GREATER LAFOURCHE PORT COMMISSION,

PORT COMMISSION

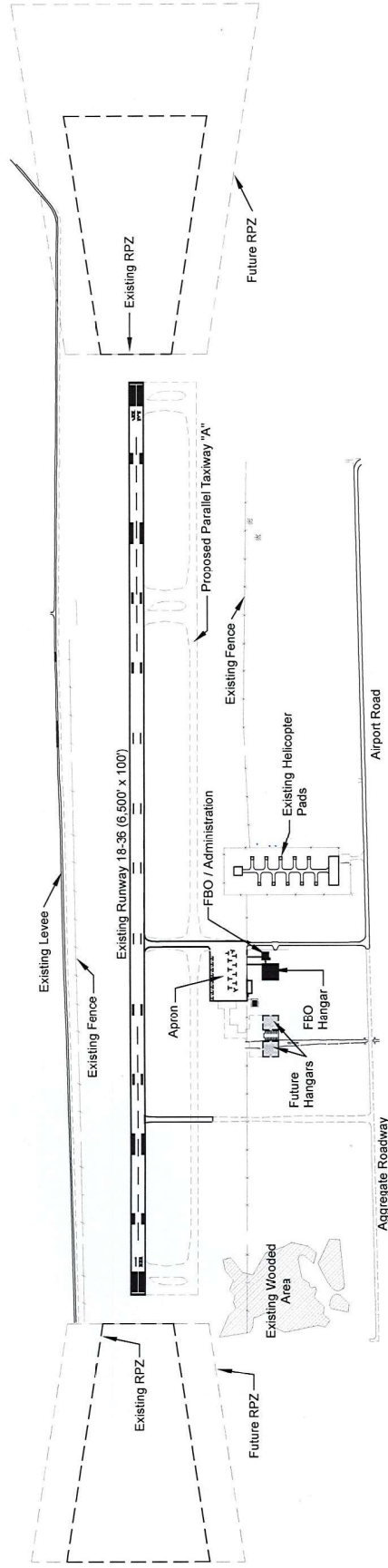
AIRPORT MANAGER

Signed, Sealed and Delivered

WITNESSES: (2)

As to Lessee

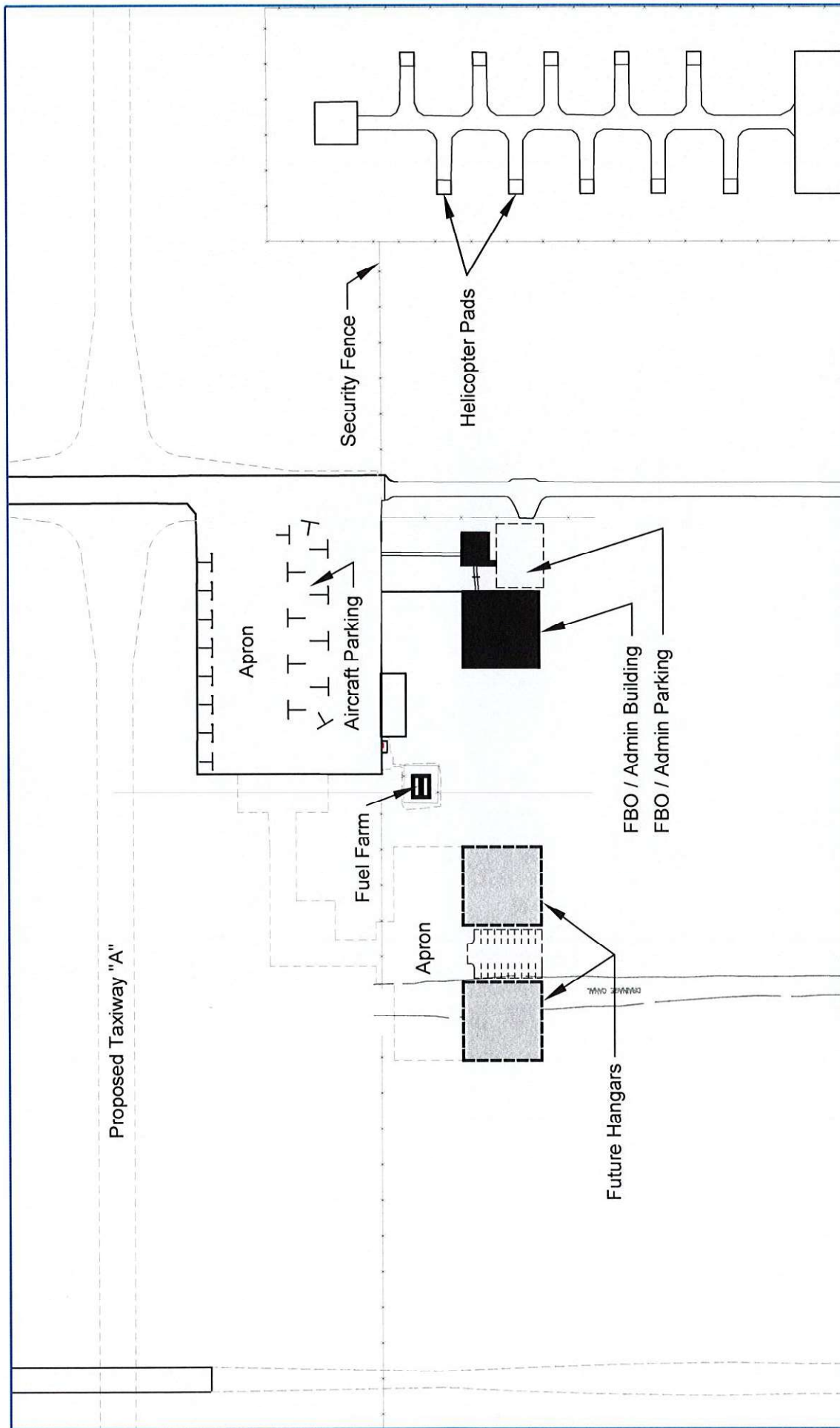
BY: _____



Greater Lafourche Port Commission
 South Lafourche
 Leonard Miller, Jr. Airport

Operations Manual
 Airport Layout Map

Scale
 1"=800'
 Exhibit
 D-1



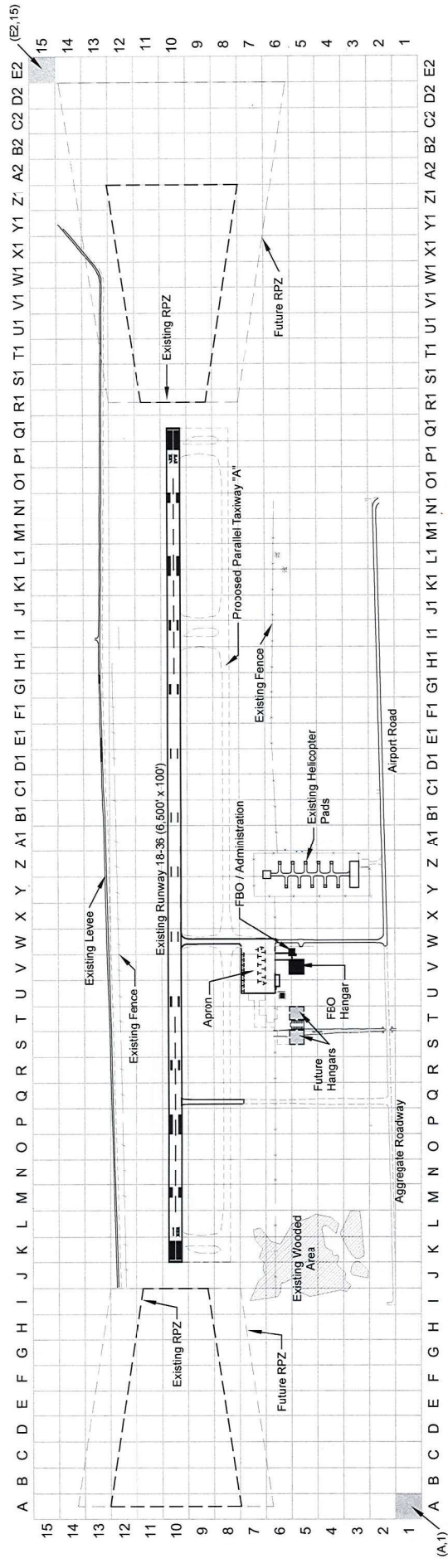
Greater Lafourche Port Commission
 South Lafourche
 Leonard Miller, Jr. Airport

Operations Manual

FBO/Admin Area Drawing

Scale
 1"=800'

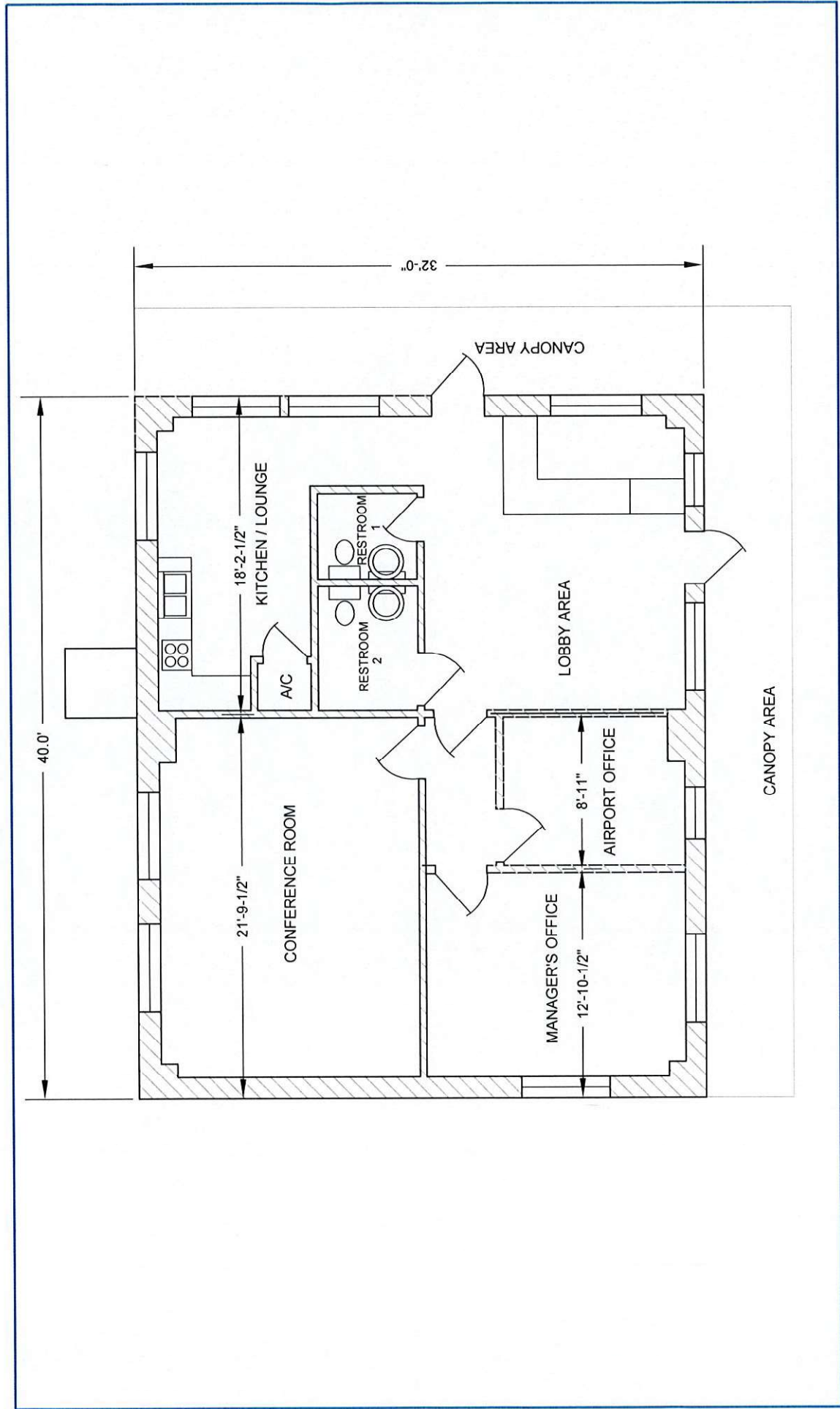
Exhibit
 D-2




Greater Lafourche Port Commission
 South Lafourche
 Leonard Miller, Jr. Airport

Operations Manual
 Airport Inspection Grid Map

Scale
 1"=800'
 Exhibit
 D-3



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|---|--|---|--|
|  | <p>Greater Lafourche Port Commission South Lafourche Leonard Miller, Jr. Airport</p> | <p>Operations Manual FBO / Admin Building Floorplan</p> | <p>Scale 1/8" = 1'-0"</p> <p>Exhibit D-4</p> |
|---|--|---|--|

