



**BALDWIN COUNTY COMMISSIONERS  
REGULAR MEETING**  
October 17, 2023  
1601 N Columbia St, Suite 220  
6:00 P.M.

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## MINUTES

### MEMBERS PRESENT

Emily Davis  
John Westmoreland  
Kendrick Butts  
Sammy Hall  
Henry Craig

### OTHERS PRESENT

Bandon Palmer  
Carlos Tobar  
Dawn Hudson  
Cindy Cunningham

### CALL TO ORDER

Chair Emily Davis called the Regular Meeting to order at 6:00 p.m.

### INVOCATION

Ms. Lily Davis delivered the Invocation.

### PLEDGE OF ALLEGIANCE

Commissioner Sammy Hall led the Pledge of Allegiance.

### PRESENTATIONS

#### Update on Georgia Military College

General William Caldwell, GMC President, presented an informational update on Georgia Military College including discussion of the mission statement, organizational structure and economic impact of GMC.

Col. Amy Lee, Prep School Principal, discussed K-12 presenting information on enrollment emphasizing that the Prep School has 100% graduation rate with 97% being accepted into higher education institutes. She discussed many extra-curricular activities offered students.

Col. Nelson Kraft discussed the Jr. College stating the main campus is here in Milledgeville with eight satellite campuses. He presented information on the Core Cadets stating this year has the largest number of cadets. Col. Kraft discussed enrollment reporting GMC has been designated as a Predominately Black Institute by the U.S. Department of Education, 95% of GMC students are Georgia residents and GMC is represented in 92% of the 159 counties in Georgia. He discussed numbers of international students at the college and the Georgia Public Safety Leadership Institute. He reported the Institute offers a two-year program that trains students in the areas of public safety to help fill the vacancies of peace officers throughout Georgia.

Mr. Jody Yeatwood presented information on the Leadership College

## APPROVAL OF MINUTES

Commissioner Kendrick Butts made a motion to approve the minutes of the September 15, 2023 Public Hearing, September 15, 2023 Regular Meeting and September 26, 2023 Called Meeting as submitted. Commissioner Sammy Hall seconded the motion and it passed unanimously.

## ADMINISTRATIVE 1 FISCAL MATTERS

### Workforce Innovation and Opportunity Act (WIOA) Grant Award

Assistant County Manager Dawn Hudson presented a WIOA grant award for the Dislocated Worker Program award, in the amount of \$163,804, for the period July 1, 2023 — June 30, 2025.

Commissioner Kendrick Butts made a motion to accept the WIOA grant award as presented and authorize the Chair to execute all grant documents. Commissioner Henry Craig seconded the motion and it passed unanimously.

### West Apron Hangar #4

County Manager Carlos Tobar presented the West Apron Hangar #4 Ground Lease Agreement for consideration. He stated the wording "Owner Occupied Hangar" has been deleted from the first page of the Agreement. Attorney Brandon Palmer stated Section 10. Assignments has minor revisions related to subletting the premises by clarifying the Lease may not, without prior written consent of the Lessor, sublet the premises or any part thereof.

Commissioner Henry Craig made a motion to approve the West Apron Hangar #4 Ground Lease Agreement as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the West Apron Hangar #4 Ground Lease Agreement is herewith attached and made an official part of the minutes at pages and .

### West Apron Hangar #5

County Manager Carlos Tobar presented the West Apron Hangar #5 Ground Lease Agreement for consideration. He stated the same changes were made to this Agreement as explained as changes in Hangar #4. The wording "Owner Occupied Hangar" has been deleted from the first page of the Agreement, and Section 10. Assignments has minor revisions related to subletting the premises by clarifying the Lease may not, without prior written consent of the Lessor, sublet the premises or any part thereof.

Vice Chair John Westmoreland made a motion to approve the West Apron Hangar #5 Ground Lease Agreement as presented. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

A copy of the West Apron Hangar #5 Ground L                      Agree ent is herewith attached and made an official part of the minutes at pages

### Airport Capital Improvement Plan (CIP)

County Manager Carlos Tobar presented the Airport Capital Improvement Plan (CIP) for the years 2024 - 2029. Mr. Tobar discussed specifics of the plan outlining each year's activities as included in the Plan. Mr. Tobar displayed a slide presentation on the CIP.

Commissioner Sammy Hall stated there is no mention of hangars in the CIP. The 2024 activities related to the East Apron and Lower Apron are for design which includes site planning for grading, infrastructure and taxiways only. Items in 2025 include construction on East Apron and Lower Ramp which is for site grading, infrastructure preparation and paving. Commissioner Butts stated there is nothing to indicate moving forward with hangars at this time and asked whether hangars could be installed in the future. County Manager Tobar responded everything at this point depends on the Environmental Determination by DOT. Commissioner Hall stated the County being able to receive funds is dependent upon the approval of the CIP. County Manager Tobar responded affirmatively stating the County will receive \$150,000 in federal funds for a full environmental assessment on both sites with only a \$15,000 match required of the County. Commissioner Henry Craig requested information on the timeline for the Environmental Assessment. County Manager Tobar stated the

Assessment could take 3 to 4 months, after which there is a 30-day public comment period, a public hearing to receive comments, and DOT's subsequent review of comments regarding the Assessment.

Commissioners Hall and Westmoreland discussed presentation slides on the layout of the East Apron which depict hangars. County Manager Tobar responded this was an error, and they should not be on the slide. Assistant County Manager Dawn Hudson stated the Board would have to approve the construction of any hangars that would be built in the future regardless of whether these slides show them or not. Commissioner Kendrick Butts asked if the CIP could be approved contingent upon the removal of the incorrect slides showing hangars. Ms. Hudson responded the actual language outlining yearly projects included in the CIP is what the Board would be voting to approve. Commissioner Craig recommended approving the CIP without inclusion of illustrations.

Citizens addressed the Board expressing concerns with the East Apron project and the construction of additional hangars. Speakers discussed concerns fuel, decrease in property values, fuel runoff, noise, and other negative impacts.

The following residents of Lakeshore Circle addressed the Board on this Agenda Item: Joan Crumpler, Casey Bilz, David Ballew, Belinda Brewer, Tena Wheeler, and Ricky Giles expressed opposition to the East Apron project and the County moving forward with approval of the Capital Improvement Plan. Citizens requested Commissioners vote no on the Airport CIP East Apron project. David Glover, Lakeshore Court, stated the CIP includes site grading, infrastructure, taxiways and paving of the East Apron; and if it is approved, he felt the hangars will be built on the East Apron unless the East Apron project is completely taken out of the

Commissioner Henry Craig stated nothing will be done on the east end until the Environmental Assessment is complete. This gives citizens and Commissioners an opportunity to get more information from DOT and the Assessment. Mr. Glover responded that the issue is not the outcome of the Environmental Assessment; the citizens do not want hangars build on the East end regardless of the findings of the Assessment.

Discussion was held about eliminating the East Apron project from the CIP. Commissioner Hall stated he realized the CIP has to be approved to receive funding to development projects on both East and West ends; however, he would like to know what would happen if the East Apron project is eliminated from the CIP. County Manager Tobar and Airport Advisory Chair Jim Wolfgang stated the County would have to pay for the Environmental Assessment as well as related engineering costs.

After further discussion, Vice Chairman Westmoreland made a motion to table action on this matter until DOT is contacted for clarification regarding removal of the East Apron project from the CIP. Commissioner Sammy Hall seconded the motion and it passed by the following vote:

Aye: Westmoreland, Hall, Davis      Nay: Craig, Butts

### Old Business

There was no Old Business to come before the Board.

### New Business

Chair Davis stated she has received call from citizens about the letter stating there are issues with County water. Commissioner Sammy Hatl who serves on the Sinclair Water Authority Board reported there is nothing harmful in the water. He stated Sinclair Water Authority has been contacted about getting the formula corrected and chemicals adjusted. He reported subsequent tests came back normal.

Chair Davis reported she had an issue with her voting card when she voted. She requested that this matter be looked into.

### COUNTY MANAGER'S REPORT

County Manager Tobar discussed grant and capital projects. He stated he distributed a copy of the report to Commissioners for their review.

## PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS

Joy Moten-Thomas of Atrium Health Navicent Baldwin presented information about upcoming events and invited Commissioners to attend.

Williams Gordon, 144 Newport Road, Marlene Lovejoy, 136 Newport Road, Ben Lovejoy, 136 Newport Road, and Linda Colwell, 114 Newport Road addressed the Board expressing opposition to the proposed multi-purpose trail to be located in their neighborhood.

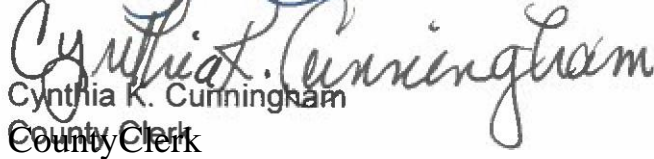
## ADJOURNMENT

Commissioner Henry Craig made a motion to adjourn the Regular Meeting at 7:40 p.m. Commissioner Kendrick Butts seconded the motion and it passed unanimously.

Respectfully submitted,

Handwritten signature of Emily C. Davis in blue ink.

Emily C. Davis  
Chair

Handwritten signature of Cynthia K. Cunningham in blue ink.

Cynthia K. Cunningham  
County Clerk

Initials:

dc-D

HANGAR W-4  
GROUND LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between Baldwin County, Georgia, a political subdivision of the State of Georgia, of the first part, herein called "The Lessor", and Sinclair Property Management, LLC of the State of Georgia, of the second part, herein called "The Lessee".

WITNESETH:

That for and in consideration of the rents hereinafter provided for, and the covenants and agreements herein set forth, said The Lessor does hereby rent and lease to The Lessee, and The Lessee does hereby rent and lease from The Lessor, the parcel of land designated as W4 in the attached "Exhibit A", together with all improvements to be placed thereon, including the right of ingress and egress thereto at all times upon the following terms and covenants:

1. TERM. The base term of this lease is for a period of thirty (30) years commencing on the first day of December 2023, and ending on NOVEMBER 30, 2053, unless terminated as provided herein. After the base term, The Lessor shall have the option of:
  - A. Terminating the lease and purchasing the improvements located thereon for value of \$1.00 in which case this ground lease shall terminate at that time and The Lessee shall execute in favor of The Lessor such deed or Bill of Sale as shall evidence their sale of said improvements to The Lessor; or
  - B. Negotiate a new lease for an additional ten (10) years for the hangar and land rental for a fee to be agreed upon between the parties with ownership of land and building being with The Lessor.
2. BUILDINGS AND LAND. The Lessee covenants and agrees to maintain the existing building (W-4) constructed upon the leased land, during the term of this lease, as an aircraft hangar being generally described as 75 FEET LONG AND 100 FEET WIDE for an approximate square footage of 7,500 SQUARE FEET plus a TEN (10) FOOT WIDE BUFFER around the building for a TOTAL SQUARE FOOTAGE of 11,400 SQUARE FEET. The Lessee further agrees to maintain the paved entry pad area at his/her expense.

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3. RENTS. The Lessee shall pay to The Lessor, during the term of this lease, as month<sup>9</sup> rental, in advance, on or before the first day of each and every month of the term of this

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lease the sum of (@\$.07/sq. ft x 11,400 sq. ft. = \$798/mo.) for the first five years and at a rate of (\$.07/sq. ft. x 11,400 sq. ft. x (1 + the cumulative CPI for the previous five years) for the next five years, and repeating to increase at each consecutive five year interval until the final contract date.

4. UTILITIES. The Lessee shall pay for all installation, maintenance and monthly service for water, electricity, gas, or other utilities used on said premises. The Lessor will grant to utility companies such easements as may be necessary to furnish said utilities to said premises.

5. MAINTENANCE. The Lessor shall not be required to make any repairs or any other improvements to the premises whatsoever. The Lessee, at its cost and expense, shall always maintain the leased premises in as good a condition as when received by The Lessee, and shall maintain the existing building to include periodic painting and repair as needed to present an acceptable appearance and appropriate for the use intended. At the expiration or termination of the term hereof, The Lessee shall surrender the premises to The Lessor in as good or better condition as when received by The Lessee, excepting only normal wear.

6. USE. Said premises shall be used as an aircraft hangar for aircraft storage. The Lessee must house plane(s) in the hangar that are registered and based at The Baldwin County Regional Airport. If The Lessee fails to have a based aircraft in the hangar for more than 3 months, a surcharge, in addition to the lease payments, of two (2) percent of the hangar valuation will be collected. The surcharge may be waived by The County if The Lessee demonstrates they are actively involved to acquire a replacement airplane. The Lessee will be permitted to rent aircraft space in the building as needed. The Lessee may utilize the services of the FBO as a rental agent upon agreement with the FBO for services rendered. The Lessee shall notify The Lessor of the details of such agent agreement. The Lessee may sublease space to a commercial enterprise with approval of The Lessor. The Lessee shall provide a copy of the proposed sublease for review prior to execution. The premises shall not be used for any commercial purpose without the prior expressed written consent of The Lessor. The Lessee shall pay The Lessor, at the end of each year, 5% of the yearly total income received from rental by non-based aircraft and/or a commercial enterprise. The hangar shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner which may create a nuisance or trespass. The Lessee shall be responsible to assure any sublease tenants comply with the attached "Exhibit B", FAA Policy on the Non-aeronautical Use of Airport Hangars.

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7. HOLD HARMLESS/ INSURANCE. At all times during the lease term, The Lessee shall maintain at its sole cost, comprehensive broad-form general public liability insurance

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against claims and liability for personal injury, death and property damage arising from the use, occupancy, disuse, or condition of the demised premises and adjoining areas, the insurance shall be carried by a company authorized to transact business in the State of Georgia, acceptable to The Lessor with the following conditions to be met: The insurance provided pursuant to this paragraph shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 yearly aggregate with a deductible not to exceed \$5,000.00 per occurrence, with The Lessor named and Fixed Based Operator as additional insured. In satisfaction of the foregoing requirements, The Lessee shall furnish to The Lessor by delivery to the County Manager, Certificates of all insurance required by this Section, with each policy to provide that coverage shall remain in full force and effect and may not be cancelled without ten days written notice of intent to cancel being given to The Lessor and The Lessee. The Lessee agrees further to indemnify and save harmless The Lessor, its members, agents, officers, and employees, and their successors and assigns and the Fixed Base Operator, its successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by The Lessee's construction of said hangar or its maintenance or use and by virtue of any incident arising out of the use and possession of said premises under or by virtue of this lease through any act or omission or through any negligence of The Lessee, its officers, agents, or employees or their successors or assigns otherwise. The Lessee further agrees to pay all expenses in defending against any claims made against The Lessor, provided however, that The Lessee shall not be liable for any damage, injury or loss occasioned by the negligence solely on the part of The Lessor, its agents, or employees. The Lessee shall give to The Lessor prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage,

8. INSPECTION. The Lessor may enter upon the leased premises at reasonable hours to inspect the same for the purpose of seeing that The Lessee is complying with all its obligations hereunder.

9. DEFAULTS. If The Lessee defaults for ten (10) days after written notice thereof in paying said rent, or if The Lessee defaults for thirty (30) days after written notice thereof in performing any of The Lessee's obligations hereunder; or if The Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for any of The Lessee's property, and such receiver is not removed within sixty (60) days after written notice from The Lessor to obtain such removal; or if, whether voluntarily or involuntarily, The Lessee takes advantage of any debtor's relief proceedings under any present or future law whereby the

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rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred, or if  
The Lessee makes an assignment for the benefit of creditors; or if any of The Lessee's  
effects or interest in said premises shall be levied upon or attached under process not  
satisfied or dissolved



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within thirty (30) days after written notice from The Lessor to The Lessee to obtain satisfaction thereof; then, and in any of said events, The Lessor at its option may at once, or at any time during the continuance of such default or condition, terminate this lease by written notice to The Lessee, or without terminating this lease, enter upon and rent said premises to others at the best price obtainable or reasonable effort, without advertisement and by private negotiation and for such term as The Lessor shall deem proper.

In the event of such re-entering, The Lessee shall be liable to The Lessor for the deficiency, if any, between The Lessee's rent hereunder and the price obtained by The Lessor on reletting or in the event of such termination this lease shall be at an end.

upon the exercise of either of said options by The Lessor, The Lessee will at once surrender possession of the premises and remove all The Lessee's effects therefrom; and The Lessor may forthwith reenter the premises and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer, or other tort. No termination of the term hereof shall affect The Lessor's right to collect rent for the period prior to termination.

10. ASSIGNMENTS. The Lessee may not, without the prior written consent of The Lessor, sublet the premises or any part thereof or assign this lease or any interest or rights hereunder. Upon written consent of the Lessor, the Lessee may sublet said premises or any part thereof or permit the use of said premises by any party according to the terms and conditions of this lease agreement and further according to the terms and conditions, rules, regulations, and ordinances affecting all tenants, licensees, and invitees of The Lessor's properties; provided, however, that The Lessee shall remain liable to perform all the terms and conditions of this lease upon any approved assignment or sublease.

11. ALTERATIONS. It is hereby agreed that during the term of this lease and any extension thereof, The Lessee shall be allowed to make necessary alterations and changes to the building constructed on said premises, to maintain and repair said building, including repainting as needed, provided the plans and specifications for alterations, and / or proposed paint color, are submitted to The Lessor and approved by it and do not expand the size of the building or required additional ground area for use or maintenance.

12. ATTORNEYS' FEES. If either party is required to take legal action to enforce or attempt to enforce any provision of this lease, then the party prevailing in said proceeding shall pay to the other party reasonable attorney's fees incurred in said action. What constitutes reasonable attorneys' fees shall be determined by the Judge of the Court in which said proceeding is pending upon application of either party.

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13. WAIVERS. No faiaare of The Lessor to exercise any power given The Lessor hereunder, or to insist upon strict compliance by The Lessee of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of The Lessor's right to demand exact compliance with the terms hereof.

14. TIME. Time is of the essence of this agreement.

15. RELATIONSHIP. This contract shall create the relationship of landlord and tenant between The Lessor and The Lessee; no estate shall pass out of The Lessor; The Lessee shall have only a usufruct, not subject to levy or sale.

16. CUMULATIVE RIGHTS. Al rights, powers and privileges conferred hereunder upon the respective parties hereto shall be cumulative and not restrictive as to those given by law, however, there shall be no renewal or extension of the term of this 'ease by operation of law or by implication.

17. NOTICES. For purposes of this lease, any notice to be given in writing to The Lessee shall be deemed effective when mailed by registered or certified mail, with required postage prepaid, to The Lessee's address as follows:

ATTENTION: ASHLEY SMITH  
SINCLAIR PROPERTY MANAGEMENT,  
LLC 216 AIRPORT RD. NE  
MILLEDGEVILLE, GA 31061

Similarly, any notice to be given in writing to The Lessor shall be deemed to be effective when mailed by registered or certified mail, with required postage prepaid, addressed as follows:

COUNTY MANAGER  
BALDWIN COUNTY, GEORGIA  
BALDWIN COUNTY GOVERNMENT BUILDING  
1601 NORTH COLUMBIA STREET  
SUITE 230  
MILLEDGEVILLE, GA 31061

18. MISCELLANEOUS

ECJ

- (a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.
- (b) All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as context may require.
- (c) This Lease represents the entire agreement between the Lessor and Lessee hereto and there are no collateral or oral agreements or understandings between the Lessor and Lessee with respect to the existing building (W-4). No rights, easements, or licenses are acquired in the existing building (W-4) or any land adjacent thereto by implication or otherwise, except as expressly set forth herein. This Lease shall not be modified in any manner except by an instrument in writing executed by the Lessor and Lessee and duly adopted by the Baldwin County Board of Commissioners. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Lessor or Lessee.
- (d) If any provision of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.
- (e) In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this Lease, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and signatures effective as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA

Initials:

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Emi N. K...

Its: Chair, Board County Board of Commissioners

SINCLAIR PROPERTY MANAGEMENT, LLC

BY:

\_\_\_\_\_

Its: \_\_\_\_\_

Signed, sealed, and delivered.

This \_\_\_\_\_ day of \_\_\_\_\_ 2023

In the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Notary Public {SEAL}

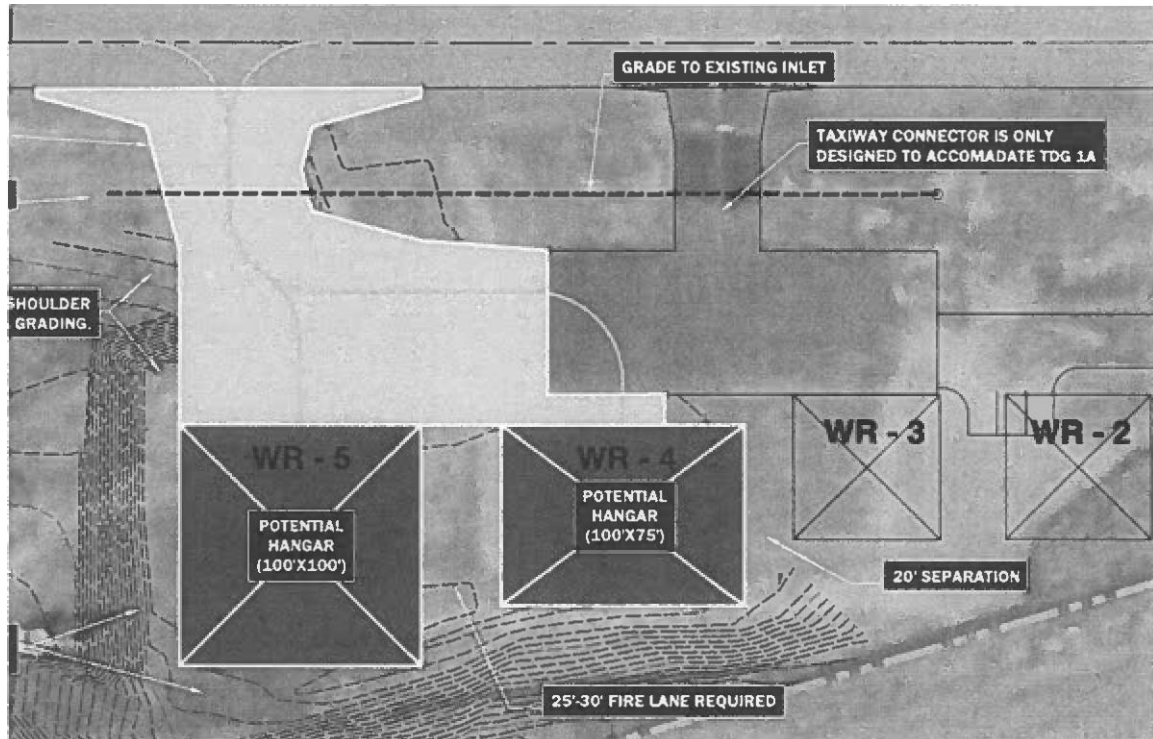
My Commission expires:

\_\_\_\_\_

ECD

Initials:

## EXHIBIT A



ELD

### Hangar W - 4

Building - 7,500 sq. Ft.

Buffer - 3,900 sq. Ft.

Total -11.400 sq. Ft.

Initials:



1,200

10 x  
75  
750

100 x 75  
7,500 sq Ft

750

1201 10  
1,200

## EXHIBIT B

38906

Wednesday, IS,

in this RD to obtain corrective actions from a manufacturer, the action must be accomplished using a method approved by the Manager, International Branch, ANW 116 Transport Airplane Directorate, FAA or the European Aviation Safety Agency (EASA), or the Swiss Federal Office of Civil Aviation (SFCA). If approved by the Manager, International Branch, ANW 116 Transport Airplane Directorate, the approval must be in the form of a Letter of Approval (LOA). If approved by EASA, the approval must be in the form of an EASA Letter of Approval (LOA). If approved by the SFCA, the approval must be in the form of a Swiss Letter of Approval (LOA).

include the DOA-authorized signature.

(m) Related Information  
 Refr to Mandatory Continuing  
 Airworthiness Information (MCAT)  
 Furup•AD Avianon Safety Agency  
 Ainsort.hinass Directwc 2014—0255.  
 dated November IS.

C014. for related information. This MCA may be found in the AD docket on the Internet at <http://www.mgulaons.gov> by searching for and locating Docket No. FAA— 2015-7524.

(a) Material Incorporated by Reference  
(11 The Director of the Federal Register approved the incorporation by reference QER) of service information listed in this paragraph under 5 C.F.R. 552.1) and 1 CFR par. 5.1,

(2) You must use this service information as applicable to do the actions required by this AD. AD specifies

3) The following service information was approved on July 20, 2016. (i) Saab Service Bulletin 1, dated October 22,

(i.i) Rscrvod(4) The following service Information was approved on Septmber 9, 2014 {79 FR 45337, August 5, 2014). (i) Saab Service Bulletin ~~2000-38-010~~, dated July 12, 2013.

(ii) Saab Scrvice Newsletter SN 2000—1304, Revision 01, dBlcd September 10. 2013.  
Lnctudng At'.chmenl 1 Engineering Skatemen\ to Operator 2000PBS034.334, Issue A, dated September q, 201.3.

(5) For service information identified in

SE—S81 Lin.köping. Sweden:  
telephone .46 13 18 fax .46 13 18  
4874; email

saab340techsuppon@sacbgrou p com,  
Internee <http://www.saabgroup corn>

(6) You may view this service information at: the FAA, Transport Airplane Directorate, 1301 Lind Avenue SW., Renton, WA. For information on the availability of this material at the FAA, call 425-227-1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-6030, or go to <http://www.archives.gov/fedeml-register/cfrhbr-locations.html>.

Issued in Renton, Washington, on May 31.

2016  
Michael Kaszycki,  
Acting Manager, Transpon Airplane  
Directorate, Aircraft Certification Service  
[FR Doc. 2016-13740 Filed 8-14-16; 8:45 am]  
BILLING CODE 4910-13-P

DEPARTMENT OF  
TRANSPORTATION  
Federal Aviation Administration

14 CFR Chapter I  
[Docket] NO. FAA 2014-.0463i

## Policy on the Non-Aeronautical use of Airport Hangars

**AGENCY:** Federal Aviation Administration (FAA). Department of Transportation (DOT).

**ACTION:** Notice or final policy.

\*WARY: This action clarifies the FAA's policy regarding storage nonaeronautical items in airport facilities designed for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or entirely displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used (or aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar.

**DATES:** The policy described herein is effective July 1, 2017.

FOR FURTHER INFORMATION CONTACT:

Kevin C. Willis, Manager. Airport  
Compliance Division, ACO-IOO, Federal  
Aviation Administration. 800  
Independence Avenue SW.,

Washington, DC 20591, telephone (202) 267-3085; facsimile: (202) 237-4629.  
OHESSES: You can get an electronic copy

cf this Policy and an other documents in  
this docket using the Internet by:

(1) Searching the Federal eRulemaking portal (<http://www.regulations.gov>)

[www.faa.gov/regulations/search](http://www.faa.gov/regulations/search));

(2) Visiting FAA's Regulations and Policies Web page at ([http://www.faa.gov/regulations\\_policies](http://www.faa.gov/regulations_policies)): or  
(3) Accessing the Government Printing Office's Web page at (<http://www.gpo.gov>)

[www.gpoaccess.gov/index.html](http://www.gpoaccess.gov/index.html)).

You can also get a copy by sending a request to the Federal Aviation Administration, Office of Airport Compliance and Management Analysis, 800 Independence Avenue SW., Washington, DC 20591, or by calling (202) 267-3085. Make sure to identify the docket number, notice number, or amendment number of this proceeding.

**SUPPLEMENTARY INFORMATION:**

Authority for the Policy This document is published under the authority described in Title 49 of the United States Code. Subtitle part 8, Chapter 471, section 47122(a).

Backg•ou.nd

### Airport Sponsor Obligations

[n July 2014, the FAA issued a proposed statement of policy on use of airport hangars to clarify compliance requirements for airport sponsors,

airport managers, air-pon tenants, state aviation officials, and FAA compliance staff (g Federal Register (R) 42483, July 22, 2014).

Alrpor, sponsors t.bat have accepted vanls under the Air-pon Improvement Program (AIP) have agreed to comp:y with certain Federal policies included in each AIP gran: agreement as sponsor assurances. The Airport and Airway Improvement Act of 1982 (AAIA) (Pub. L. 97—248). as amended and recodified at

49 United States Codes flj,,S.C.) 7(a)(1),  
and the contractual sponsor assurances  
t\*qt..nre that the airport sponsot make  
the airport available fer aviation use

Grant Assurance 22, Economic Nondiscrimination, requires the sponsor to make airport available on reasonable terms without unjust discrimination for aeronautical activities, including aviation services, Grant Assurance 19. Operation and

Maintenance. prohibits an airport sponsor from causing permitting any activity that would interfere With use of airport property for airport purposes. [n some cases, sponsors who have received property Through surplus property and nonsurplus property agreeemo{s have similar federal obligations.

The sponsor may designate some areas of the airport (or non-aviation use,' With FAA approval but aeronautical facilities Of the airport must be dedicated to use for aviation purposes, Limiting use of aeronautical facilities to aeronautical purposes ensurcs that airport facilities a.rc available to meet aviation demand at the airport, Aviation tenants and aircraft owners should not be displaced by non-

<sup>1</sup> The terms "non-aviation" and "aeronautical" are used interchangeably in

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the ALP unless approved by the FAA See Order 5190.6B paragraph 7.1B. and Advisory Circular 150/5070—68. Airport Master Plans, Chapter 10.

Clearly identifying non-aeronautical facilities not only keeps aeronautical facilities available for aviation use, but also assures that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The FAA requires that airport revenue be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C. 47107(a)(13)(A) and The FAA end the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the

the presence of those items to constitute a violation of the sponsor's obligations When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of » hangars. until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use. even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. (64 FR 7721) The conduct land use inspection at 18 selected airports each year. At least two in each of the nine FAA regions. See Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical lands of the airport exclusively for aeronautical

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aviation commercial uses that could be of the airport helps to ensure that the comments objected to some aspect the commercial that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. use of a designated aeronautical facility for a non-aeronautical purpose. even on a temporary basis. requires FAA approval. See FAA Order 5190.6B, Airport Compliance Manual, paragraph 22.5, September 30, 2009 The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. See Order 5190.6B, paragraphs 21.6(i)

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The FAA, 49 U.S.C. 47107(a)(16), requires that RIP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA Sponsor assurance 29.

Airport Layout Plan. implements 7(a)(16) and provides that an ALP must designate non-aviation areas of the airport, The sponsor may not allow an alteration of the airport in a manner inconsistent with

aeronautical rates. See FAA Policy's and Procedures Concerning the Use of Airport Revenue, (64 FR 7696, 7721. February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical fee for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy Confining non-aeronautical activity to designated non-aviation areas non-aeronautical use of airport property is monitored and allows the airport sponsor to clearly identify non-aeronautical fair market value lease rates. in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues.

FAA Oversight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for non-aeronautical activities If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider

purposes, unless otherwise approved by the FAA. See Order 5190.6B, paragraph 21.6. The Notice of Proposed Policy

In July 2014, the FAA issued a notice of proposed policy on use of hangars and related facilities at federally obligated airports, to provide a clear and standardized guide (or airport sponsors and FAA compliance staff. (79 FR 4248.1. July 22, 2014). The FAA received more than 2,400 comments on the proposed policy statement. the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association (EAA) also provided comments on behalf of their membership Most of the proposed policy statement. Comments objecting to the proposal tend to fall into two general categories:

- The FAA should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to



ation usos. the proposod policy is too restrictive In definmg what activities should be Allowed. Discussion of Comments and Final

The following summa.ry of ~~comms~~ reflects the ma:or issues raised and does not rastato each comment received. The FAA considered all comments received even if not spec2fically identified and rogpodod to in this nðu:u.e. Tho FAA discusses revisions to the policy based on comments received. In addLt\_ion, the FAA Will post frequently asked Questions end Answers regarding the llangar use Pohcy on www.faa.gov.t arprorl complincc- These Questions and Answers will be periodically updated until FAA Order 5190.6B is rev+sad to reflect the changes in (bis nonce.

I . Comment: Commenters stated Chut the FAA should defer to local government and leave all ægulation of hangar use 10 the airport operutor.

Response: The FAA has a contract with tho sponsor of an obligatod airport. cither throughb Alp grant Hgreements or a surplus property deed, to limit the use of airport porperty to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies on each airport sponsor to comply with its obligations under this cootracl. To maintain standardized national airport system and standardized practicos in ouch of the FAA's ninn regional offices, the agency issues guidance on its interpretation of the requirements of the AIP and yurplug property agreements. it falls to the local airport gponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt complianco to local conditions At unch airport.

However. some airport sponsors have adopted hangar use practices that led to airport users 10 complain to the FAA. Some airport users have complained that spon80rs are too restrictive. and fail to allow reasonable aviHtion-rclatud uses of airport hangars. More commonly. aircraft owners have complained that hangar facilitiD9 are not availnblo for aircraft storage because airport sponsors

issuing the July 2014 notice, the FAA intended to resolve both kinds of complaint' by providing guidance on appropriate management of hangar use. The agoncy conunes u; believe that FAA policy guidance is appropriate and necessary to preserve reasonable access to aeronautical facilities 00 federally obligated airports- However. the final policy has been revised in response to comments recuived on the proposal. 2. Comment: Commenters. including AOPA. stated that the FAA lacks thc authority to regulate the use of privately owned hangars.

Response: Tho FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary art of a national system of aviation ~~cilities~~.Land designated for aeronautical use Offers access to the local airfield taxiway and runway systøm. Land designated for aeronautical use also subject to certain conditions. including FAA policies concerning rates and ~~charges~~ tincludrng rental tateö which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that come with that land in return for the special benefits of tho location. The fact that tho tenant pays the sponsor for use of the hangar or tho land does not affect the agreement between the FAA and the sponsor that the land be used for aeronautical purposes. (In fact. most hangar owners do not have fee ownership of tho property; typically airport structures revert to ownership of the airport sponsor upon expiration of the lease term). An airport sponsor may choose to apply different rules to hangars owned by the sponsor than it docs to privately constructed hangars. but the obligations of the sponsor Grant Assurances and therefore the basic policies on aeronautical use stated in this notice. apply to both.

3. Comment. Commenters believe that a policy applyngzng thc same rules to all

The policy should acknowledge the differences between catego:es of airport facilities.

Response A number of commenters thought that rules for use Of privately constructed and owned hangars should be less restrictive than rules for hangars teased from the airport sponsor, The Leesburg Airport Commission w:nmented that there are different kinds of säuctures on the airport. with variations in rental and ownership interests, and that the FAA's policy should reflect thosc diffrcncccs. The FAA acknowldcgs that owncrship or lease rights and the uses made of various aeronautical facilities at airports will vary. The agency expects that airport sponsors• agreements with tenants would reflect those differences. The form of property interest. be it a leasehold or ownership of a hangar. does not affect the obligations of the airport sponsor under the Grant Assurances. All facilities on designated aeronautical land On an obligated airport are subject to the rcquircmnt that the facilities be available for aeronautical use. 4. Comment: Commenters agree that hangars should be used to store mrcraft and not for non-aviation uses. but, they argue the proposed policy is too restrtctive on the stonge of non-avtation related items tn a hangar along With an aircraft, A hangar With an aircraft in it still has a large amount Of mom for storage and Other incidental uses. and that space can be used with no adverse effct on the use and storagc Of thc aircraft.

Response: In response to the comments. thc final policy deletes the critcria of "incidental" or ••dc minimis•' use and simp:y requires that nonaviation Storage in a hangar not interfere with movement of aircraft in or out of the hangar, or impede access to other aeronautical contents of hangar. The policy lists specific Conditions that would bc considered to interfere with aeronautical use. Stored oon• aeronautical items would be considered to interfere with aviation use if they

□ Impede the movement of the aircraft in and out of the hangar;

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hBve allowed the use of hangars for purposes that are unrelated to aviation. such a.s operating a non-aviation busmcss or storing multiple vehicles. By

kinds of aeronautical structures, and to privately owned hangars as well as sponsor-ow-ned hangars, is too general

□Displace the aeronautical contents of the hangar. IA vchile parked at the hangar while the vehicle owner is using

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<p>The aircraft will not be considered to displace the aircraft];</p> <p>□ Impede access to aircraft or other aeronautical contents of the hangar'.</p> <p>□ Are used for the conduct of a nonaeronautical business or municipal agency function from the hangar (including storage of inventory)'.</p> <p>□ Are stored in violation of airport rules and regulations. lease provisions, building codes or local ordinances.</p> <p>Note. Storage of equipment associated with an aeronautical activity (eg.. skydiving, ballooning, gliding) would be considered an aeronautical use Of a hangar.</p>	<p>aeronautical use when a request is received</p> <ul style="list-style-type: none"><li>Once the plan is approved. the sponsor may lease vacant hangars on a 30 days' notice without further FAA approval. The agency believes this will allow airports to obtain some financial benefit from vacant hangars and allow the hangars to be quickly returned to aeronautical use when needed. FAA pre-approval of a month-to-month leasing plan will minimize the burden on airport sponsors and FAA staff since it is consistent with existing interim use guidance.</li></ul> <p>6. Comment: Commenter indicates that the terms "incidental use" and "insignificant amount of space" are too vague and restrictive.</p>
	<p>property at less than fair market rent. under section VII.E of the FAA Policy and Procedures Concerning the Use of Airport Revenue. (64 FR 7710 February 16, 1999) However, there is no special reason for such activities to displace aircraft owners seeking hangar space for storage of operating aircraft, unless the activity itself involves use and storage of aircraft. Accordingly, aviation museums and non-profit organizations will continue to have the same access to vacant hangar space. Other activities that do not actually require a hangar for aviation use, that is, when there is no aviation demand (aircraft storage) for those hangars and subject to the discretion of the airport operator.</p> <p>10. Comment: Commenters</p>

<p>5. Comment: Commenters stated the policy should apply different rules to situations where there is no aviation demand for hangars, especially when hangars are vacant and producing no income for the sponsor.</p> <p>Response: At some airports, at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is preferable to make use of the hangars to generate revenue for the airport, as long as the hangar capacity can be recovered on relatively short notice for aeronautical use when needed. See Order S 190.6B, paragraph 22.6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission, which allows month-to-month leases of vacant hangars for any purpose until a request for aeronautical use is received. The final policy requires that a sponsor request FAA approval before implementing a similar leasing plan:</p> <ul style="list-style-type: none"><li>airport sponsor may request FAA approval of a leasing plan (or the lease of vacant hangars) for non-aeronautical use on a month-to-month basis</li><li>The plan may be implemented only when there is no current aviation demand for the vacant hangars</li><li>Leases must require the nonaeronautical tenant to vacate the hangar on 30 days' notice, to allow</li></ul>	<p>Response: The FAA has not used these terms in the final policy. Instead, the policy lists specific prohibited conditions that would be considered to interfere with aeronautical use of a hangar.</p> <p>7. Comment: Commenter states that airport operations require storage of items at the airport other than aircraft, such as tow vehicles and towing equipment. This should be an approved use of hangars</p> <p>Response: Tow hars and glider tow equipment have been added to the list of examples of aeronautical equipment. Whether a vehicle is dedicated to use for glider towing is a particular fact that can be determined by the airport sponsor in each case. Otherwise the general rules for parking a vehicle in a hangar would apply.</p> <p>Commenter states it should be clear that it is acceptable to park a vehicle in the hangar while the aircraft is out of the hangar being used</p> <p>Response: The final policy states that a vehicle parked in the hangar, while the vehicle owner is using the aircraft, will not be considered to displace the aircraft, and therefore is not prohibited.</p> <p>9. Comment: Commenters, including Experimental Aircraft Association, stated that aviation museums and non-profit organizations that promote aviation should not be excluded from hangars.</p> <p>Response: Aviation museums and other non-profit aviation-related organizations may have access to airport</p>	<p>suggest that the policy should allow a 'grace period' for maintaining possession of an empty hangar for a reasonable time from the sale of an aircraft to the purchase or lease of a new aircraft to be stored in the hangar.</p> <p>Response: The FAA assumes that airport lease terms would include reasonable accommodation for this purpose and other reasons a hangar might be empty for some period of time, including the aircraft being in use or at another location for maintenance. The reasons for temporary hangar vacancy and appropriate "grace periods" for various events depend on local needs and lease policies, and the FAA has not included any special provision for grace periods in the final policy.</p> <p>11. Comment: Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.</p> <p>Response: The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas. The policy requires only that any non-aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.</p>
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12. Comment: Commenters, including EAA, stated that all construction of an aircraft should be considered aeronautical for the purpose of hangar use, because building an aircraft is an inherently aeronautical activity. The policy should at least allow for use of a hangar at a much earlier stage of construction than final assembly.

Response: The FAA has consistently held that the need for an airport hangar in manufacturing of building aircraft arises at the time the components of the aircraft are assembled into a completed aircraft. Prior to that stage, components can be assembled off-airport in smaller spaces. This determination has been applied to both commercial aircraft manufacturing as well as homebuilding of experimental aircraft.

A large majority of the more than 2,400 public comments received on the notice argued that aircraft construction at any stage is an aeronautical activity. The FAA recognizes that the construction of amateur-built aircraft differs from large-scale, commercial aircraft manufacturing. It may be more difficult for those constructing amateur-built or kit-built aircraft to find alternative space for construction or a means to ultimately transport completed large aircraft components to the airport for final assembly, and ultimately for access to taxiways for operation.

Commenters stated that in many cases an airport hangar may be the only viable location for amateur-built or kit-built aircraft construction. Also, as noted in the July 2014 notice, many airports have vacant hangars where a lease for construction of an aircraft, even for several years, would not prevent owners of operating aircraft from having access to hangar storage.

Accordingly, the FAA will consider the construction of amateur-built or kit-built aircraft as an aeronautical activity. Airport sponsors must provide reasonable access to this class of users, subject to local ordinances and building codes. Reasonable access applies to currently available facilities: there is no requirement for sponsors to construct special facilities or to upgrade existing facilities for aircraft construction use.

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a reasonable time. The FAA's policy with respect to commercial aircraft manufacturing remains unchanged.

13. Comment: Commenter suggests that the time that an inoperable aircraft can be stored in a hangar should be clarified, because repairs can sometimes involve periods of inactivity.

Response: The term "operational aircraft" in the final policy does not necessarily mean an aircraft fueled and ready to fly. All operating aircraft experience downtime for maintenance and repair, and for other routine and exceptional reasons. The final policy does not include an arbitrary time period beyond which an aircraft no longer considered operational. An airport operator should be able to determine whether a particular aircraft

is likely to become operational in a reasonable time or not, and incorporate provisions in the hangar lease to provide for either possibility.

14. Comment: Commenter suggests that the FAA should limit use of hangars on an obligated airport as proposed in the July 2014 notice. Airport sponsors frequently allow non-aeronautical use of hangars now, denying the availability of hangar space to aircraft owners.

Response: Some commenters supported the relatively strict policies in the July 2014 notice, citing their experience with being denied access to hangars that were being used for non-aviation purposes. The FAA believes that the final policy adopted will allow hangar tenants greater flexibility than the proposed policy in the use of their hangars, but only to the extent that there is no impact on the primary purpose of the hangar. The intent of the final policy is to minimize the regulatory burden on hangar tenants and to simplify enforcement responsibilities for airport sponsors and the FAA, but only as is consistent with the statutory requirements for use of federally obligated airport property.

#### Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports.

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Use of Aeronautical Land and Facilities

Applicability

This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use, but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar

1. General

The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements general Grant Assurances, including Commitment Assurance 5, Preserving Rights and Powers, Grant Assurance 22, Economic Development, Grant Assurance 24, Fee and Rental Structure, and Grant Assurance 25, Airport Revenues

II. Standards for Aeronautical Use of Hangars a Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports

as described in Section III b. Aeronautical uses for hangars include:

- 1. Storage of active aircraft.
- 2. Final assembly of aircraft under construction.
- 3. Non-commercial construction of amateur-built or kit-built aircraft.
- 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
- 5. Storage of aircraft handling equipment, e.g., towbars, ground tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.

c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.

d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items that interfere with the aeronautical use of the hangar unless the items:

- 1. Impede the movement of the aircraft in and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.
- 2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.
- 3. Impede access to aircraft or other aeronautical contents of the hangar.
- 4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).
- 5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.

e. Hangars may not be used as a residence. With a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircrew and not as permanent or even temporary residence. See

graph 20.5(b) This policy applies FAA Order 5190.6B P

regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use

III. Approval for Non-Aeronautical Use of Hangars

A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following

a. FAA advance approval of an interim use: Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that FAA Office of Airports approve an Interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue for the airport and prevent deterioration of facilities. Approved interim or

concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

b FAA approval of a month-to-month leasing plan: An airport sponsor may obtain advance written approval month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision

that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis without further FAA approval. If the airport sponsor receives a request (or another suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A Sponsor's request for approval of an interim use or a **month-to-month** leasing plan should include Of provide for (1) an inventory Of aeronautical and non-aeronautical land/use, information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each Of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).

c. Other cases: Advance written release by the FAA for all other non-aeronautical uses Of designated aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel of airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B

chapter IV. Use of Hangars for Construction of an Aircraft

Non-commercial construction of aircraft built or kit built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the lease of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project start.

V. NO Right to Non-Aeronautical Use in the context Of enforcement Of the Grant Assurance this policy allows some incidental storage of non-aeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19, Operations and Maintenance. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

VI. Sponsor Compliance Actions

a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception.

b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent

unapproved non-aeronautical use of hangars.

c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.

d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to

adjust rental rates to FMV for any new incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use. The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Issued in Washington, DC, on the 9th of June 2016. Robin K. Hunt. Acting Director, Office of Airport Compliance and Management Analysis. IFR Doc.

Filed 6-14-16, 8:45 am]

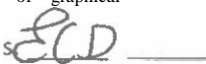
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DEPARTMENT OF HEALTH AND HUMAN SERVICES


Food and Drug Administration 21 CFR Parts 660, 801, and 809 tDocket NO. FDA-2013-N-012S1 RN 0910-AG74 use of Symbols In Labeling AGENCY: Food and Drug Administration.

HHS. ACTION: Final rule.

WARRANTY: The Food and Drug Administration (FDA or the Agency) is issuing this final rule revising its medical device and certain biological product labeling regulations to explicitly allow for the optional inclusion of graphical



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<p>representations of information, or symbols, in labeling (including labels) without adjacent explanatory text (referred to in this document as "stand-alone symbols") if certain requirements are met. The final rule also specifies that the use of symbols, accompanied by adjacent explanatory text continues to be permitted. FDA is also revising its prescription device labeling regulations to allow the use of the symbol statement "Rx only" or "B only" in the labeling for prescription devices. DATES: This rule is effective September 13, 2016.</p> <p>FOR FURTHER INFORMATION: CONTACT: For information concerning the final rule as it relates to devices regulated by the Center for Devices and Radiological Health (CDRH): Antoinette (Tosia) Hazlett, Center for Devices and Radiological Health, Food and Drug Administration, Bldg. 66, Rm. 5424, 10903 New Hampshire Ave., Silver Spring, MD 20993-0002, 301-796-6199, email: Tosia.Hazlett@fda.hhs.gov.</p>	<p>For information concerning the final rule as it relates to devices regulated by the Center for Biologics Evaluation and Research: Stephen Ripley, Center for Biologics Evaluation and Research, Food and Drug Administration, 10903 New Hampshire Ave., Bldg. 71, Rm. 7301, Silver Spring, MD 20993-0002, 240-402-7911.</p> <p>SUPPLEMENTARY INFORMATION:</p> <p><b>Executive Summary</b></p> <p><b>Purpose Of the Regulatory Action</b></p> <p>The final rule explicitly permits the use of symbols in medical device labeling without adjacent explanatory text if certain requirements are met. The medical device industry has requested the ability to use stand-alone Symbols on domestic device labeling, consistent with current use on devices manufactured for European and other foreign markets. The final rule seeks to harmonize the U.S. device labeling requirements for symbols with international regulatory requirements, such as the Medical Device Directive 93/42/EEC of European Union (EU) (the European Medical Device Directive) and global adoption of</p>	<p>International Electrotechnical Commission (IEC) standard IEC 60417 and International Organization for Standardization (ISO) standard ISO 7000-08 that govern the use of device symbols in numerous foreign markets.</p> <p><b>Summary of the Major Provisions of the Regulatory Action in Question</b></p> <p>FDA has generally interpreted existing regulations not to allow the use of symbols in medical device labeling, except with adjacent English-language explanatory text and/or on in vitro diagnostic (IVD) devices intended for professional use. Under the final rule, symbols established in a standard developed by a standards development organization (SDO) may be used in medical device labeling without adjacent explanatory text as long as: (1) The standard is recognized by FDA under its authority under section 514(e) of the Federal Food, Drug, and Cosmetic Act (FD&amp;C) [21 U.S.C. 360d(c)] and the symbol is used according to the specifications for use of the symbol set</p> <p style="text-align: right;"></p>
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HANGAR W-5  
GROUND LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Baldwin County, Georgia, a political subdivision of the State of Georgia, of the first part, herein called "The Lessor", and Sinclair Aviation, LLC of the State of Georgia, of the second part, herein called "The Lessee".

WITNESSETH:

That for and in consideration of the rents hereinafter provided for, and the covenants and agreements herein set forth, said The Lessor does hereby rent and lease to The Lessee, and The Lessee does hereby rent and lease from The Lessor, the parcel of land designated as W5 in the attached "Exhibit A", together with all improvements to be placed thereon, including the right of ingress and egress thereto at all times upon the following terms and covenants:

I initials:

Federal Register Vol. 81, No. 115/ Wednesday, June 15, 2016/ Rules and Regulations

1. TERM. The base term of this lease is for a period of thirty (30) years commencing on the first day of January 2024 and ending on DECEMBER 31, 2054 unless terminated as provided herein. After the base term, The Lessor shall have the option of:
  - A. Terminating the lease and purchasing the improvements located thereon for value of \$1.00 in which case this ground lease shall terminate at that time and The Lessee shall execute in favor of The Lessor such deed or Bill of Sale as shall evidence their sale of said improvements to The Lessor; or
  - B. Negotiate a new lease for an additional ten (10) years for the hangar and land rental for a fee to be agreed upon between the parties with ownership of land and building being with The Lessor.
  
2. BUILDINGS AND LAND. The Lessee covenants and agrees to maintain the existing building (W-5) constructed upon the leased land, during the term of this lease, as an aircraft hangar being generally described as 100 FEET LONG AND 100 FEET WIDE for an approximate square footage of 10,000 SQUARE FEET plus a TEN (10) FOOT WIDE BUFFER around the building for a TOTAL SQUARE FOOTAGE of 14,400 SQUARE FEET. The Lessee further agrees to maintain the paved entry pad area at his/her expense.
  
3. RENTS. The Lessee shall pay to The Lessor, during the term of this lease, as monthly rental, in advance, on or before the first day of each and every month of the term of this

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lease the sum of (@\$.07/sq. ft x 14,400 sq. ft. \$1,008 /mo,) for the first five years and at a rate of (\$.07/sq. ft. x 14,400 sq. ft. x (1 + the cumulative CPI for the previous five years) for the next five years, and repeating to increase at each consecutive five year interval until the final contract date.

4. UTILITIES. The Lessee shall pay for aM installation, maintenance and monthly service for water, electricity, gas, or other utilities used on said premises. The Lessor will grant to utility companies such easements as may be necessary to furnish said utilities to said premises-
5. MAINTENANCE. The Lessor shall not be required to make any repairs or any other improvements to the premises whatsoever. The Lessee, at its cost and expense, shall always maintain the leased premises in as good a condition as when received by The Lessee, and shall maintain the existing building to include periodic painting and repair as needed to present an acceptable appearance and appropriate for the use intended. At the expiration or termination of the term hereof, The Lessee shall surrender the premises to The Lessor in as good or better condition as when received by The Lessee, excepting only normal wear,
6. USE. Said premises shall be used as an aircraft hangar for aircraft storage. The Lessee must house plane(s) in the hangar that are registered and based at The Baldwin County Regional Airport. If The Lessee fails to have a based aircraft in the hangar for more than 3 months, a surcharge, in addition to the lease payments, of two (2) percent of the hangar valuation will be collected. The surcharge may be waived by The County if The Lessee demonstrates they are actively involved to acquire a replacement airplane. The Lessee will be permitted to rent aircraft space in the building as needed. The Lessee may utilize the services of the FBO as a rental agent upon agreement with the FBO for services rendered. The Lessee shall notify The Lessor of the details of such agent agreement. The Lessee may sublease space to a commercial enterprise with approval of The Lessor. The Lessee shall provide a copy of the proposed sublease for review prior to execution. The premises shall not be used for any commercial purpose without the prior expressed written consent of The Lessor. The Lessee shall pay The Lessor, at the end of each year, 5% of the yearly total income received from rental by non-based aircraft and/or a commercial enterprise. The hangar shall not be used for any illegal purpose, nor in violation of any valid regulation of any governmental body, nor in any manner which may create a nuisance or trespass. The Lessee shall be responsible to assure any sublease tenants comply with the attached "Exhibit B", FAA Policy on the Non-aeronautical Use of Airport Hangars.



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7. **HOLD HARMLESS/ INSURANCE.** At all times during the lease term, The Lessee shall maintain at its sole cost, comprehensive broad-form general public liability insurance against claims and liability for personal injury, death and property damage arising from the use, occupancy, disuse, or condition of the demised premises and adjoining areas, the insurance shall be carried by a company authorized to transact business in the State of Georgia, acceptable to The Lessor with the following conditions to be met: The insurance provided pursuant to this paragraph shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 yearly aggregate with a deductible not to exceed \$5,000.00 per occurrence, with The Lessor named and Fixed Based Operator as additional insured. In satisfaction of the foregoing requirements, The Lessee shall furnish to The Lessor by delivery to the County Manager, Certificates of all insurance required by this Section, with each policy to provide that coverage shall remain in full force and effect and may not be cancelled without ten days written notice of intent to cancel being given to The Lessor and The Lessee. The Lessee agrees further to indemnify and save harmless The Lessor, its members, agents, officers, and employees, and their successors and assigns and the Fixed Base Operator, its successors and assigns, individually and collectively, from and against all liability for injuries to persons or damage to property occasioned by The Lessee's construction of said hangar or its maintenance or use and by virtue of any incident arising out of the use and possession of said premises under or by virtue of this lease through any act or omission or through any negligence of The Lessee, its officers, agents, or employees or their successors or assigns otherwise. The Lessee further agrees to pay all expenses in defending against any claims made against The Lessor, provided however, that The Lessee shall not be liable for any damage, injury or loss occasioned by the negligence solely on the part of The Lessor, its agents, or employees. The Lessee shall give to The Lessor prompt and timely notice of any claims made or service of process in any suit concerning such injury or damage.
8. **INSPECTION.** The Lessor may enter upon the leased premises at reasonable hours to inspect the same for the purpose of seeing that The Lessee is complying with al) its obligations hereunder.
9. **DEFAULTS.** If The Lessee defaults for ten (10) days after written notice thereof in paying said rent, or if The Lessee defaults for thirty (30) days after written notice thereof in performing any of The Lessee's obligations hereunder; or if The Lessee is adjudicated bankrupt; or if a permanent receiver is appointed for any of The Lessee's property, and such receiver is not removed within sixty (60) days after written notice from The Lessor to obtain such removal; or if, whether voluntarily or involuntarily, The Lessee takes advantage of any debtor's relief proceedings under any present or future law whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred,

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or if The Lessee makes an assignment for the benefit of creditors; or if any of The Lessee's effects or interest in said premises shall be levied upon or attached under process not satisfied or dissolved within thirty (30) days after written notice from The Lessor to The Lessee to obtain satisfaction thereof; then, and in any of said events, The Lessor at its option may at once, or at any time during the continuance of such default or condition, terminate this lease by written notice to The Lessee, or without terminating this lease, enter upon and rent said premises to others at the best price obtainable or reasonable effort, without advertisement and by private negotiation and for such term as The Lessor shall deem proper.

in the event of such re-entering, The Lessee shall be liable to The Lessor for the deficiency, if any, between The Lessee's rent hereunder and the price obtained by The Lessor on reletting or in the event of such termination this lease shall be at an end.

Upon the exercise of either of said options by The Lessor, The Lessee will at once surrender possession of the premises and remove all The Lessee's effects therefrom; and The Lessor may forthwith re-enter the premises and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer, or other tort. No termination of the term hereof shall affect The Lessor's right to collect rent for the period prior to termination.

10.ASSIGNMENTS. The Lessee may not, without the prior written consent of The Lessor, sublet the premises or any part thereof or assign this lease or any interest or rights hereunder, Upon written consent of the Lessor, the lessee may sublet said premises or any part thereof or permit the use of said premises by any party according to the terms and conditions of this lease agreement and further according to the terms and conditions, rules, regulations, and ordinances affecting all tenants, licensees, and invitees of The Lessor's properties; provided, however, that The Lessee shall remain liable to perform all the terms and conditions of this lease upon any approved assignment or sublease.

11.ALTERATIONS. It is hereby agreed that during the term of this lease and any extension thereof, The Lessee shall be allowed to make necessary alterations and changes to the building constructed on said premises, to maintain and repair said building, including repainting as needed, provided the plans and specifications for alterations, and / or proposed paint color, are submitted to The Lessor and approved by it and do not expand the size of the building or required additional ground area for use or maintenance.

12.ATTORNEYS' FEES. If either party is required to take legal action to enforce or attempt to enforce any provision of this lease, then the party prevailing in said proceeding shall pay to the other party reasonable attorney's fees incurred in said action. What constitutes reasonable attorneys' fees shall be determined by the Judge of the Court in which said proceeding is pending upon application of either party.

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13. WAIVERS. No failure of The Lessor to exercise any power given The Lessor hereunder, or to insist upon strict compliance by The Lessee of its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of The Lessor's right to demand exact compliance with the terms hereof.

14. TIME. Time is of the essence of this agreement.

15. RELATIONSHIP. This contract shall create the relationship of landlord and tenant between The Lessor and The Lessee; no estate shall pass out of The Lessor; The Lessee shall have only a usufruct, not subject to levy or sale.

16. CUMULATIVE RIGHTS. All rights, powers and privileges conferred hereunder upon the respective parties hereto shall be cumulative and not restrictive as to those given by law, however, there shall be no renewal or extension of the term of this lease by operation of law or by implication.

17. NOTICES. For purposes of this lease, any notice to be given in writing to The Lessee shall be deemed effective when mailed by registered or certified mail, with required postage prepaid, to The Lessee's address as follows:

ATTENTION: ASHLEY SMITH  
SINCLAIR AVIATION, LLC  
216 AIRPORT RD NE  
MILLEDGEVILLE, GA 31061

Similarly, any notice to be given in writing to The Lessor shall be deemed to be effective when mailed by registered or certified mail, with required postage prepaid, addressed as follows:

COUNTY MANAGER  
BALDWIN COUNTY, GEORGIA  
BALDWIN COUNTY GOVERNMENT BUILDING  
1601 NORTH COLUMBIA STREET  
SUITE 230  
MILLEDGEVILLE, GA 31061

18. MISCELLANEOUS

Initials: ECW

- (a) The captions in this Lease are for convenience only, are not a part of this Lease and do not in any way define, limit, describe or amplify the terms of this Lease.
- (b) All terms and words used in this Lease, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as context may require.
- (c) This Lease represents the entire agreement between the Lessor and Lessee hereto and there are no collateral or oral agreements or understandings between the Lessor and Lessee with respect to the existing building (W-5). No rights, easements, or licenses are acquired in the existing building (W-5) or any land adjacent thereto by implication or otherwise, except as expressly set forth herein. This Lease shall not be modified in any manner except by an instrument in writing executed by the Lessor and Lessee and duly adopted by the Baldwin County Board of Commissioners. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Lessor or Lessee.
- (d) If any provision of this Lease shall be declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Lease, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein. This Lease is made and entered into in the State of Georgia and shall in all respects be interpreted, enforced, and governed under the Laws of the State of Georgia.
- (e) In the event of any disputes between the parties over the meaning, interpretation, or implementation of the terms of this Lease, the matter under dispute, unless resolved between the parties, shall be submitted to the Superior Court of Baldwin County.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and signatures effective as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

BALDWIN COUNTY, GEORGIA

Initials: ECD

BY Emily C. Lami  
Chair, Baldwin County Board of Commissioners

Sinclair Aviation, LLC

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Signed, sealed, and delivered.

This \_\_\_\_\_ day of \_\_\_\_\_ 2023

In the presence of:  
\_\_\_\_\_

Witness

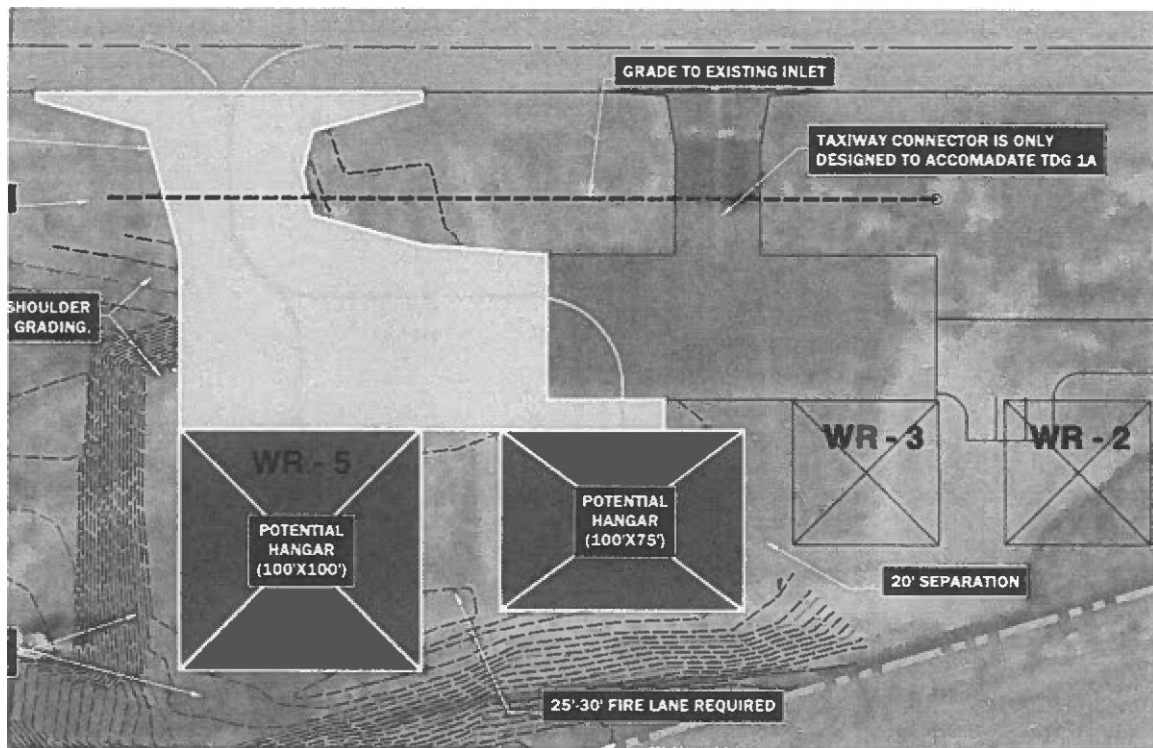
\_\_\_\_\_  
Notary Public {SEAL}

M) Commission expires:  
\_\_\_\_\_

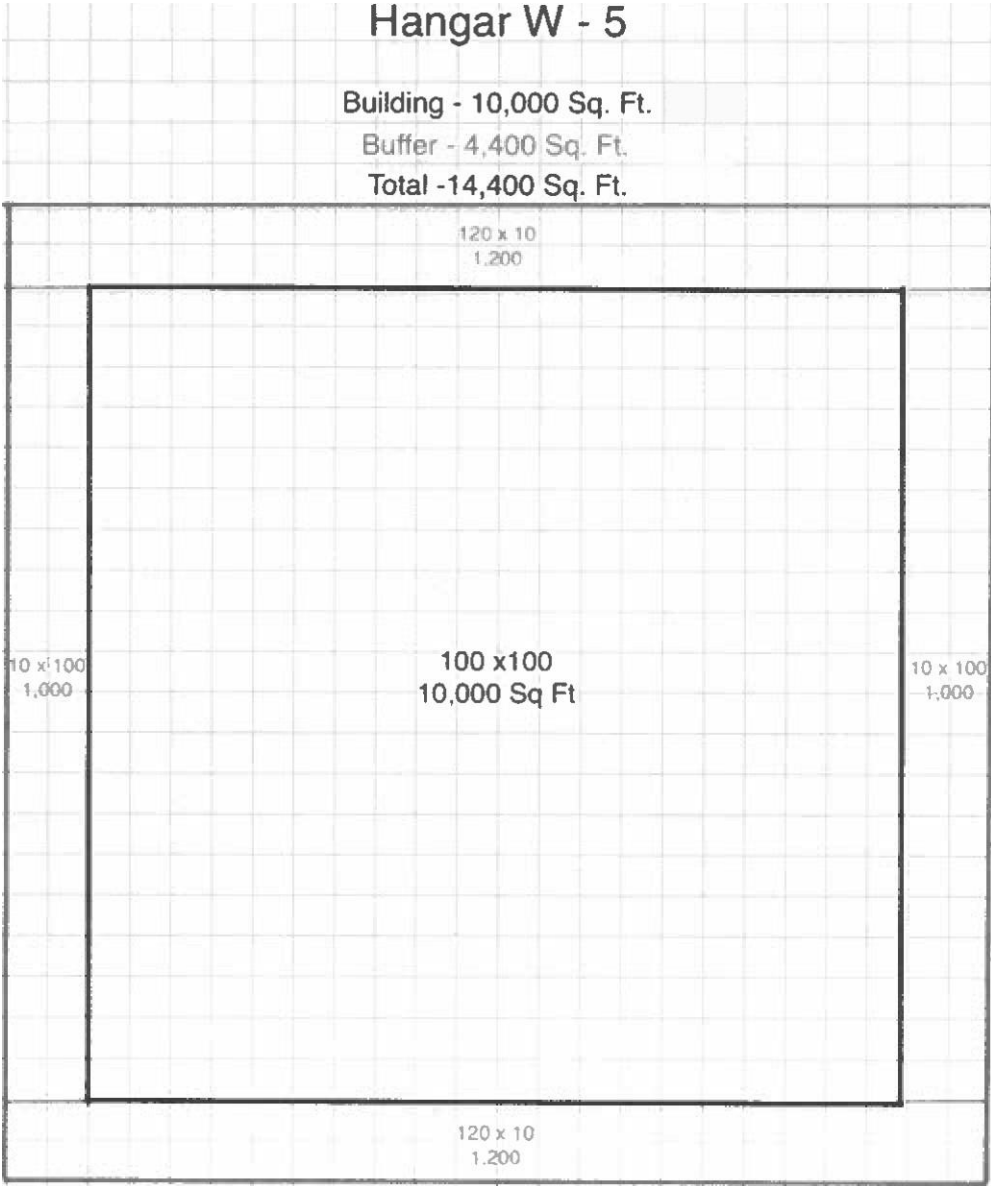
Initials:

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## EXHIBIT A



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**EXHIBIT B**



**38906**

**Federal Register / Vol. 81, No. 115 / Wednesday, June 15, 2016 / Rules and Regulations**

in this AD to obtain corrective actions from a manufacturer, the action must be

**DEPARTMENT OF TRANSPORTATION**

Administration, Office of Airport Compliance and Management Analysis  
Administration, Office of Airport

Compliance and Management Analysis,

accomplished using a method approved by the Manager, International Branch. ANN— 116. Transport Airplane Directorate, FAA; or the European Aviation Safety Agency (EASA); or Sub AB, Saab Aeronautics' EASA Do-178 Organization Approval (DOA). If approved by the DOA, the approval must include the DOA-authorized signature (m) Rel&d Informatica

Refer to Mandatory Continuing Airworthiness Information (MCAI) European Aviation Safety Agency AarwoNhinøss Directive 2014—0255, dated November 25 2014. for related information This MCAI may be found In the AD docket on the Internet <http://y.ww.regulations.gov> by searching for and locating Docket No. FAA— 2015-7524,

(b)Material Incorporated by R+r-eal\*  
(1) The Director of the Federal Register appmved the Incorporaunn by reference (IBN of the service i.nformation listed in this par»gnph under 5 L! S.C. 552(a) and 1 CFR pa.rt 51.  
(2) You must use thLS service informaun as apphaeble to do the

actions required by this AD, unless this AD specifies otherwise.

3) The following service information was approved IBR on July 20, 2016 ii}

Saab Service Bulletin 2000-38-011, dated October 22, 2014.

(ii) Reserved.

(4) The following service information was approved for (BR on September 9, 2014 [79 FR 45337, 2000-38-010, August 5, 2014). (i)

Saab Service Bulletin dated July 12, 2013, for SN 2000-1304.

(ii) Saab Sonice Newsletter SN Revision 01, dated September 10, 2013, including Attachment 1 Engineering Statement to Operator 2000PBS034334, Issue A. dated September 9, 2013.

(5) For semice information identified in this AD, contact Saab AE, Saab Aeronautics. SE—S81 BE. Linköping, Sweden; telephone .46 13 18 fax .46 13 4874; email [saab340techsupport@saabyou.com](mailto:saab340techsupport@saabyou.com); Internet <http://www.saabgroup.com>.

(6) You may view this service information at the FAA, Transport Airplane Directorate, 1601 Lind Avenue, SW., Renton, WA. For information on the availability of this material at the FAA, call 425-227-1221.

(7) You may view this service information that is incorporated by reference at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202-741-8030, or go to: <http://www.archives.gov/fedema/register/cfr/ibr-locations.html>.

Issued in Renton, Washington, on May 31, 2016.

Michael Kaszycki.  
Acting Manager, Transpon Airplane  
Directomte, Aircrofi Certification Service,

[FR Doc. 2016-13740 Filed 6-14-16; 8:45 am]

Mt-L.ma **CODE 401**

Federal Aviation Administration

14 CFR Chapter I

FAA 2014-0483]

## Policy on Non-Aeromautical use of Airports Hangars

AGENCY: Federal Aviation

Administration (FAA), Department of Transportation (DOT)

**ACTION:** Notice of final policy

\*JWARY\*. This action clarifies the FAA's policy regarding storage of non-aeronautical items in airport facilities designated for aeronautical use. Under Federal law, airport operators that have accepted federal grants and/or those that have obligations contained in property deeds for property transferred under various Federal laws such as the Surplus Property Act generally may use airport property only for aviation-related purposes unless otherwise approved by the FAA. In some cases, airports have allowed non-aeronautical storage or uses in some hangars intended for aeronautical use, which the FAA has found to interfere with or displace aeronautical use of the hangar. At the same time, the FAA recognizes that storage of some items in a hangar that is otherwise used for aircraft storage will have no effect on the aeronautical utility of the hangar. This action also amends the definition of aeronautical use to include construction of amateur-built aircraft and provides additional guidance on permissible non-aeronautical use of a hangar."

**DATES:** The policy described herein is effective July 1, 2017.

FOR FURTHER INFORMATION CONTACT:

Kevin C. Willis, Manager. Airport Compliance Division, ACC—TOO, Federal Aviation Administration. 800 Independence Avenue SW., Washington,

(1) Searching the Federal eRulemaking portal ([http://www-faa.gov/regulations/search](http://www.faa.gov/regulations/search)

(2) Visiting FAA's Regulations and Policies Web page at ([http://www.faa.gov/regulations\\_policies](http://www.faa.gov/regulations_policies)); or

(3) Accessing the Government Printing Office's Web page at (<http://www.gpoaccess.gov/index.html>).

You can also get a copy by sending a request to (he Federal Aviation

800 Independence Avenue SW  
Washington, DC 20591. or by calling (202)  
267-3085, Make Sure to 'denti9 the  
docket number, notice number or  
amendment number of this proceeding.

SUPPLEMENTARY \*FORMATION;

Authority for the Policy: This document is published under the authority described in Title 49 of the United States Code. Subtitle VII, part B, chapter 471, section 47122(a).

## Airport Sponsor Obligations

In July 2014, the FAA issued a proposed statement of policy on use or airport hangars to clarify compliance requirements for airport sponsors, airport managers, airport tenants, state aviation officials, and FAA compliance staff. (79 Federal Register (FRI 42483, July 22, 2014).

Airport sponsors that have accepted van(s) under the Airport Improvement Program (AIP) have agreed to comply with certain Federal policies included in each AIP agreement as sponsor assurances. The Airport and Airway

Improvement Act of 1982 (ARIA) | Pub. L. 97–248), as amended and recodified at

49 United States Codes (U.S.C.) 7(a)(1), and the contractual sponsor assurances

Grant Assurance 22, Economic Nondiscrimination, requires the sponsor to make the airport available on

reasonable terms. No. without unjust discrimination for aeronautical activities, including aviation services. Grant Assurance 19, Operation and Maintenance, prohibits an airport sponsor from causing or permitting any activity that would interfere with use of airport property for purposes. [n

some cases, sponsors who have received property transfers through surplus property and nonsurplus property agreements have similar federal obligations.

The sponsor may designate some areas of the airport for non-aviation use,<sup>1</sup> with FAA approval, but aeronautical facilities of the airport must be dedicated to use for aviation purposes. Limiting use of aeronautical facilities to aeronautical purposes ensures that airport facilities are available to meet aviation demand at the airport. Aviation tenants and aircraft owners should not be displaced by non-

"The ••uon•.vi.tioo" and ••aoo. aeronautical" are used interchangeably •uSi,s Notico

DC 20591, telephone (202) 267-3085; facsimile: (202) 267-4629. ADMESSES: You can get an electronic copy of this Policy and all other documents in this docket using the Internet by:



Regulations

aviation commercial uses that could be conducted off airport property.

It is the longstanding policy of the FAA that airport property be available for aeronautical use and not be available for non-aeronautical purposes unless that non-aeronautical use is approved by the FAA. Use of a designated aeronautical facility for a non-aeronautical purpose, even on a temporary basis, requires FAA approval.

See FAA Order 5190.6B, Airport Compliance Manual paragraph 22.6. September 30, 2009. The identification of non-aeronautical use of aeronautical areas receives special attention in FAA airport land use compliance inspections. See Order 5190.6B, paragraphs 21.6(f)(1) and 21.6(f)(2).

Areas of the airport designated for non-aeronautical use must be shown on an airport's Airport Layout Plan (ALP). The AIA, at 49 U.S.C. 47107(a)(16), requires that MP grant agreements include an assurance by the sponsor to maintain an ALP in a manner prescribed by the FAA. Sponsor assurance 29,

Airport Layout plan, implements 7(a)(16) and provides that an ALP must designate non-aeronautical areas of the airport. The sponsor may not allow an alteration of the airport in a manner inconsistent with the ALP unless approved by the FAA. See Order 5190.6B, paragraph 7.18, and Advisory

Circular 15015070—6B, Airport Master Plans, Chapter 10.

Clearly identify non-aeronautical facilities not only as non-aeronautical facilities available for aviation use, but also assure that the airport sponsor receives at least Fair Market Value (FMV) revenue from non-aviation uses of the airport. The AIA requires that airport revenues be used for airport purposes, and that the airport maintain a fee structure that makes the airport as self-sustaining as possible. 49 U.S.C.

47107(a)(13)(A) and The FAA and the Department of Transportation Office of the Inspector General have interpreted these statutory provisions to require that non-aviation activities on an airport be charged a fair market rate for use of airport facilities rather than the aeronautical rate. See FAA Policies and

Procedures Concerning the Use of Airport Revenue. (64 FR 7696, 7721. February 16, 1999) (FAA Revenue Use Policy).

If an airport tenant pays an aeronautical rate for a hangar and then uses the hangar for a non-aeronautical purpose, the tenant may be paying a below-market rate in violation of the sponsor's obligation for a self-sustaining rate structure and FAA's Revenue Use Policy. Confining non-aeronautical activity to designated non-aviation areas of the airport helps to ensure that the non-aeronautical use of airport property is monitored and allows the airport sponsor

to clearly identify non-aeronautical fair market value lease rates in order to meet their federal obligations. Identifying non-aeronautical uses and charging appropriate rates for these uses prevents the sponsor from subsidizing non-aviation activities with aviation revenues. FAA Overnight

A sponsor's Grant Assurance obligations require that its aeronautical facilities be used or be available for use for aeronautical activities. If the presence of non-aeronautical items in a hangar does not interfere with these obligations, then the FAA will generally not consider the presence of those items to constitute a violation of the sponsor's obligations. When an airport has unused hangars and low aviation demand, a sponsor can request the FAA approval for interim non-aeronautical use of a hangar, until demand exists for those hangars for an aeronautical purpose. Aeronautical use must take priority and be accommodated over non-aeronautical use, even if the rental rate would be higher for the non-aeronautical use. The sponsor is required to charge a fair market commercial rental rate for any hangar rental or use for non-aeronautical purposes. 64 FR 7721. The FAA conducts use inspections at 18 selected airports each year, at least two in each of the nine FAA regions. See Order 5190.6B, paragraph 21.1. The inspection includes consideration of whether the airport sponsor is using designated aeronautical areas of the airport exclusively for aeronautical purposes, unless otherwise approved by the FAA. See Order 5190.6B, paragraph 21.6.

The Notice of Proposed Policy

LL July 2014, the FAA issued a notice of proposed policy on use of hangars and

related facilities at federally obligated airports, to provide a clear and standardized guide for airport sponsors and FAA compliance staff (79 FR 42483. July 22, 2014). The FAA received more than 2400 comments on the proposed policy statement, the majority from persons who have built or are in the process of building an amateur-built aircraft. The FAA also received comments from aircraft owners, tenants and owners of hangars, and airport operators. The Aircraft Owners and Pilots Association (AOPA) and the Experimental Aircraft Association

(EAA) also provided comments on behalf of their membership. Most of the comments objected to some aspect of the proposed policy statement. Comments objecting to the proposal tended to fall into two general categories:

- The should not regulate the use of hangars at all, especially if the hangar is privately owned.
- While the FAA should have a policy limiting use of hangars on federally obligated airports to aviation uses, the proposed policy is too restrictive in defining what activities should be allowed.

Discussion of Comments and Final Policy

The following summary of comments reflects the major issues raised and does not testate each comment received. The FAA considered all comments received even if not specifically identified and responded to in this notice. The FAA discusses revisions to the policy based on comments received in addition, the FAA will post frequently asked Questions and Answers regarding the Hangar Use Policy on [www.faa.gov](http://www.faa.gov). "Airport Compliance. These Questions and Answers Will be periodically updated until FAA Order 5190.6B is revised to reflect the changes in this notice.

1. Comment: Commenters stated that the FAA should defer to local government and leave all regulation of hangar use to the airport operator,

Response: The FAA has a contract with the sponsor of an obligated airport, either through ACP grant agreements or a surplus property deed, to limit the use of airport property to certain aviation purposes. Each sponsor of an obligated airport has agreed to these terms. The FAA relies each airport sponsor to

and Regulations

comply with its obligations under this contract. To maintain a standardized national airport system and standardized practices in each of the FAA's nine regional offices the agency issues guidance on its interpretation of the requirements of the Airport and Airway Trust Fund and surplus property agreements, falls to the local airport sponsor to implement these requirements. The FAA allows airport sponsors some flexibility to adapt compliance to local conditions at each airport.

However, some airport sponsors have adopted hangar use practices that led to airport users to complain to the FAA. Some airport users have complained that sponsors are too restrictive, and fail to allow reasonable aviation-related uses of airport hangars. More commonly, aircraft owners have complained that hangar facilities are not available for aircraft storage because airport sponsors have

part of a national system of aviation facilities. Land designated for aeronautical use offers access to the local airport taxiway and runway system. Land designated for aeronautical use is also subject to certain conditions, including FAA policies concerning rates and charges (including rental rates) which were designed to preserve access for aeronautical users and to support aeronautical uses. A person who leases aeronautical land on the airport to build a hangar accepts conditions that come with that land in return for the special benefits of the location. The fact that the tenant pays the sponsor for use of the hangar or the land does not affect the agreement between the FAA and the sponsor that the land be used for aeronautical purposes. (In fact, most hangar owners do not have fee ownership of the property: typically airport structures revert to

variations in rental and ownership interests and that the FAA's policy should reflect those differences. The FAA acknowledges that ownership or lease rights and the uses made of various aeronautical facilities at airports will vary. The agency expects that airport sponsors' agreements with tenants would reflect those differences. The form of property interest, be it a leasehold or ownership of a hangar, does not affect the obligations of the airport sponsor under the Grant Assurances. All facilities on designated aeronautical land at an airport are subject to the requirement that the facilities be available for aeronautical use.

4. Comment: Commenters agree that hangars should be used to store aircraft and not for non-aviation uses, but they argue the proposed policy is too restrictive on the storage of non-

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allowed the use of hangars for purposes that are unrelated to aviation, such as operating a non-aviation business or storing multiple vehicles. By issuing the July 2014 notice, the FAA intended to resolve both kinds of complaints by providing guidance on appropriate management of hangar use. The agency continues to believe that FAA policy guidance is appropriate and necessary to preserve reasonable access to aeronautical facilities on federally obligated airports. However, the final policy has been revised in response to comments received on the proposal. 2. Comment: Commenters, including AOPA, stated that the FAA lacks the authority to regulate the use of privately owned hangars.

Response: The FAA has a statutory obligation to assure that facilities on aeronautically designated land at federally obligated airports are reasonably available for aviation use. Designated aeronautical land on a federally obligated airport is a necessary

ownership of the airport sponsor upon expiration of the lease term. An airport sponsor may choose to apply different rules to hangars owned by the sponsor than it does to privately constructed hangars, but the obligations of the sponsor under Grant Assurances and therefore the basic policies on aeronautical use stated in this notice, will apply to both.

3. Comment: Commenters believe that a policy applying the same rules to all kinds of aeronautical structures, and to privately owned hangars as well as sponsor-owned hangars, is too general. The policy should acknowledge the differences between categories of airport facilities.

Response: A number of commenters thought that rules for use of privately constructed and owned hangars should be less restrictive than rules for hangars leased from the airport sponsor. The Leesburg Airport Commission commented that there are different kinds of structures on the airport, with

aviation-related items in a hangar along with an aircraft. A hangar with an aircraft in it still has a large amount of room for storage and other incidental uses and that space can be used with no adverse effect on the use and storage of the aircraft.

Response: In response to the comments, the final policy deletes the criteria of "incidental" or "de minimis" use and simply requires that nonaviation storage in hangar not interfere with movement of aircraft in or out of the hangar, or impede access to other aeronautical contents or the hangar. The policy lists specific conditions that would be considered to interfere with aeronautical use. Storage of nonaeronautical items would be considered to interfere with aviation use if they

- Impede the movement of the aircraft in and out of the hangar;
- Displace the aeronautical contents of the hangar. (A vehicle parked at the hangar while the vehicle owner is using it-

and Regulations

he aircraft will not be considered to displace aircraft):

Impede access to aircraft or other aeronautical contents of the hangar;

Aro used for the conduct of a nonaeronautical business Or municipal agency function from the hangar (including storage of inventory): or

Are stored in violation of airport rules and regulations. lease provisions, building codes or local ordinances.

Note: Storage of equipment associated with an aeronautical activity (e.g., skydiving, ballooning, gliding) would be considered an aeronautical use of a hangar

5 Comment: Commenters stated the policy should apply different rules to situations where there is no aviation demand for hangars, especially when hangars arp vacant and producing no mcomc for the sponsor.

Response: At some airports. at some times, there will be more hangar capacity than needed to meet aeronautical demand, and as a result there will be vacant hangars. The FAA agrees that in such cases it is prcfcrable to mako use of the hangars to generate rovonue [or tho airport. as long as the hangar capacity can

The plan may be implemented only when there is no current aviation demand for the vacant hangars.

Leases must requiro the nonaeronautic-i tenant to vacate the hangar on 30 days- notice, to allow aeronautical uso whon a request is received.

Once the plan is approved, the sponsor may lease vecant hangars en 30 days' nonce without Further FAA

he agencv belinvus this will allow airports to some financial benefit from vacant hangars no. while allowang the hangars to be quickly returned to aeronauucal use when needed, FAA pre-approval Of a month•lo-mooth leasing plan will minimize the burden on airport sponsors and FAA staff unce it is consistent With existing Interim use guidance.

6. Comment: Commenter indicates that the terms "incidental use" • and

"insignificant amount of space" • are too va ue and restrictive, esponse. The FAA has not used lhese terms in thc final policy. Instead ,the policy lists specific

for parking a vehicle in a hangar would aplymenter s

should be clear that it is acceptable to park a vehicle in the hangar while the aircraft 's out of the hangar being used. Response The final policy states that a vehicle parked in the hangar. while the vehicle owner is using the aircraft will not be considered to displace the aircraft. and therefore is not prohibited.

9. Comment: Commenters.

including Experimental Ailtmfi Association (EAA), slated that a'hation museums and non-profit ocarizations that promote aviation should not be excluded frm hangars,

Response- Aviation museums and other non-profit aviation-related organizations may have access to airport property at less than fair market rent. under section VII,E of the FAA Policy and Procedures Coaceming the Use of Airport Revenue (64 FR 7710. February 16, 1999). However, there is no special reason for such activities to displace aircraft owners seeking hangar space for storage Of operating aircraft. unless the activity itself anvolves use and storage of aircraft Accordingly. aviation museums and non -profit organizations will

Initials:\_\_\_\_\_

be recovered on relatively short notice for aeronautical use when needed. See Order 5190.6B, paragraph 22.6. The final policy adopts a provision modeled on a leasing policy of the Los Angeles County Airport Commission. which allows month-to-month leases of vacant hangars for any purpose until a request for acronautical use is received. The final policy requires thet a sponsor request FAA approval before implementing a similar leasing plan:

The airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for nonaeronautical use on a month-to-month basis.

prohibited conditions that would bc considered to interfere with aeronautical use of a hangar.

7. Comment: Commenter states Glider operations require storage of items at the airport other than aircraft, such as tow vehicles and towmg equipment, This should be an approved use o/ hangars.

Response' Tow bars and glider tow equipment havc bccn added to the list of cxa.mplcs of aeronautical equipment. Whether a vehicle dedicated to use for glider towmg is a pa.rticular fact that can be determined by the airport sponsor in each case. Otherwise the gener81 rules

continue to have the same access to vacant hangar spaco as other activilies that do not actually require a hangar for aviation use, that is. when there is no avtatton demand iaitccraft storage) for those hangars and subpct the discretion of the aairport operator,

10. Comment; Commenters sugest Zhat the policy should allow a 'grace period' for mmntalt•ung possession of an empty hangar for a reasonable time from the sale of an micraft to the purchase or lease of a new aircraft to be stored in the hangar.

Response' The FAA assumes that airport lease terms would include reasonable accommodation for this

and Regulations

purpose and other reasons a hangar might be empty for some period of time, including the aircraft being in use or at another location for maintenance. The reasons for temporary hangar vacancy and appropriate "grace periods" for various events depend on local needs and lease policies the FAA has not included any special provision for grace periods in the final policy.

11. Comment: Commenters believe that the policy should allow some leisure spaces in a hangar, such as a lounge or seating area and kitchen, in recognition of the time many aircraft owners spend at the airport, and the benefits of an airport community.

Response: The final policy does not include any special provision for lounge areas or kitchens, either specifically permitting or prohibiting these areas. The policy requires only that any non aviation related items in a hangar not interfere in any way with the primary use of the hangar for aircraft storage and movement. The airport sponsor is expected to have lease provisions and regulations in place to assure that items located in hangars do not interfere with this primary purpose.

12. Comment: Commenters, including EAA, stated that all construction of an aircraft should be considered aeronautical for the purpose of hangar use, because building an aircraft is an inherently aeronautical activity. The policy should at least allow for use of a hangar at a much earlier stage of construction than final assembly.

Response: The FAA has consistently held that the need for an airport hangar in manufacturing or building aircraft arises at the time the components of the aircraft are assembled into a completed aircraft. Prior to that stage, components can be assembled off-airport in smaller spaces. This determination has been applied to both commercial aircraft manufacturing as well as homebuilding of experimental aircraft.

A large majority of the more than 2,000 public comments received on the notice argued that aircraft construction at any stage is an aeronautical activity. The FAA recognizes that the construction of amateur-built aircraft differs from large-scale, commercial aircraft manufacturing, it may be more difficult

for those constructing amateur built or kit-built aircraft to find alternative space for construction or a means to ultimately transport completed large aircraft components to the airport for final assembly and ultimately for access to taxiways for operation.

Commenters stated that in many cases an airport hangar may be the only viable location for amateur-built or kit-built aircraft construction. Also, as noted in the July 2014 notice, many airports have vacant hangars where a lease for construction of an aircraft, even for several years, would not prevent owners of operating aircraft from having access to hangar storage.

Accordingly, the FAA will consider the construction of amateur-built or kit-built aircraft as an aeronautical activity. Airport sponsors must provide reasonable access to this class of users, subject to local Ordinances and building codes. Reasonable access applies to currently available facilities; there is no requirement for sponsors to construct special facilities or to upgrade existing facilities for aircraft construction use.

Airport sponsors are urged to consider the appropriate safety measures to accommodate aircraft construction. Airport sponsors leasing a vacant hangar for aircraft construction also are urged to incorporate progress benchmarks in the lease to ensure the construction project proceeds to completion in a reasonable time. The FAA's policy with respect to commercial aircraft manufacturing remains unchanged.

13. Comment: Commenter suggests that the time that an inoperable aircraft can be stored in a hangar should be clarified, because repairs can sometimes involve periods of inactivity.

Response: The term "operational aircraft" in the final policy does not necessarily mean an aircraft fueled and ready to fly. All operating aircraft experience downtime for maintenance and repair, and for other routine and exceptional reasons. The final policy does not include an arbitrary time period beyond which an aircraft is no longer considered operational. An airport operator should be able to determine whether a particular aircraft is likely to become operational in a reasonable time or not, and incorporate provisions in the hangar lease to provide for either possibility.

14. Comment: Commenter suggests that the FAA should limit use of hangars on an obligated airport as proposed in the July 2014 notice. Airport sponsors frequently allow nonaeronautical use of hangars now.

denying the availability of hangar space to aircraft owners.

Response: Some commenters supported the relatively strict policies in the July 2014 notice, citing their experience with being denied access to hangars that were being used for non aviation purposes. The FAA believes that the final policy adopted will allow hangar tenants greater flexibility under the proposed policy in the use of their hangars, but only to the extent that there is no impact on the primary purpose of the hangar. The intent of the final policy is to minimize the regulatory burden on hangar tenants and to simplify enforcement responsibilities for airport sponsors and the FAA, but only as is consistent with the statutory requirements for use of federally obligated airport property. Final Policy

In accordance with the above, the FAA is adopting the following policy statement on use of hangars at federally obligated airports:

<p>Use of Aeronautical Land and Facilities</p> <p>Applicability</p> <p>This policy applies to all aircraft storage areas or facilities on a federally obligated airport unless designated for non-aeronautical use on an approved Airport Layout Plan or otherwise approved for non-aviation use by the FAA. This policy generally refers to the use of hangars since they are the type of aeronautical facility most often involved in issues of non-aviation use. but the policy also applies to other structures on areas of an airport designated for aeronautical use. This policy applies to all users of aircraft hangars, including airport sponsors, municipalities, and other public entities, regardless of whether a user is an owner or lessee of the hangar.</p> <p>I. General</p> <p>The intent of this policy is to ensure that the federal investment in federally obligated airports is protected by making aeronautical facilities available to aeronautical users, and by ensuring that airport sponsors receive fair market value for use of airport property for non-aeronautical purposes. The policy implements several Grant Assurances, including Grant Assurance 5, Preserving Rights and Powers; Grant Assurance 22, Economic Nondiscrimination. Grant Assurance 24, Fee and Rental Structure; and Grant Assurance 25, Airport Revenues, n. Standards for Aeronautical Use of Hangars</p> <p>a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.</p> <p>b. Aeronautical uses for hangars include:</p> <p>1. Storage of active aircraft.</p> <p>2. Final assembly of aircraft under construction.</p> <p>3. Non-commercial construction of amateur-built or kit-built aircraft.</p> <p>4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.</p>	<p>5, Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.</p> <p>c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.</p> <p>d. While sponsors may adopt more restrictive rules for use of hangars, the FAA will generally not consider items to interfere with the aeronautical use of the hangar unless the items:</p> <p>1. Impede the movement of the aircraft and out of the hangar or impede access to aircraft or other aeronautical contents of the hangar.</p> <p>2. Displace the aeronautical contents of the hangar. A vehicle parked at the hangar while the vehicle owner is using the aircraft will not be considered to displace the aircraft.</p> <p>3. Impede access to aircraft or other aeronautical contents of the hangar.</p> <p>4. Are used for the conduct of a non-aeronautical business or municipal agency function from the hangar (including storage of inventory).</p> <p>5. Are stored in violation of airport rules and regulations, lease provisions, building codes or local ordinances.</p> <p>e. Hangars may not be used as a residence, with a limited exception for sponsors providing an on-airport residence for a full-time airport manager, watchman, or airport operations staff for remotely located airports. The FAA differentiates between a typical pilot resting facility or aircrew quarters versus a hangar residence or hangar home. The former are designed to be used for overnight and/or resting periods for aircraft, and not as a permanent or even temporary residence. See paragraph f. This FAA Order S 190.6B applies regardless of whether the hangar occupant leases the hangar from the airport sponsor or developer, or the hangar occupant constructed the hangar at the occupant's own expense while</p>	<p>holding a ground lease. When land designated for aeronautical use is made available for construction of hangars, the hangars built on the land are subject to the sponsor's obligations to use aeronautical facilities for aeronautical use.</p> <p>III. Approval for Non-Aeronautical Use of Hangars</p> <p>A sponsor will be considered to have FAA approval for non-aeronautical use of a hangar in each of the following Cases:</p> <p>a. FAA advance approval of an interim use. Where hangars are unoccupied and there is no current aviation demand for hangar space, the airport sponsor may request that the FAA Office of Airports approve an interim use of a hangar for non-aeronautical purposes for a period of 3 to 5 years. The FAA will review the request in accordance with Order 5190.6B paragraph 22.6. Interim leases of unused hangars can generate revenue (or the airport and prevent deterioration of facilities. Approved interim or concurrent revenue-production uses must not interfere with safe and efficient airport operations and sponsors should only agree to lease terms that allow the hangars to be recovered on a 30 days' notice for aeronautical purposes. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis. (64 FR 7721).</p> <p>b. FAA approval of a month-to-month leasing plan: An airport sponsor may obtain advance written approval of a month-to-month leasing plan for non-aeronautical use of vacant facilities from the local FAA Office of Airports. When there is no current aviation demand for vacant hangars, the airport sponsor may request FAA approval of a leasing plan for the lease of vacant hangars for non-aeronautical use on a month-to-month basis. The plan must provide for leases that include an enforceable provision that the tenant will vacate the hangar on a 30-day notice. Once the plan is approved, the sponsor may lease vacant hangars on a 30-day notice basis.</p>
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without further FAA approval. If the airport sponsor receives a request for aeronautical use of the hangar and no other suitable hangar space is available, the sponsor will notify the month-to-month tenant that it must vacate.

A sponsor's request (or approval of an interim use of a ~~month-to-month~~ leasing plan should include or provide for (1) an inventory of aeronautical and nonaeronautical land.' uses, (2) information on vacancy rates; (3) the sponsor's procedures for accepting new requests for aeronautical use; and (4) assurance that facilities can be returned to aeronautical use when there is renewed aeronautical demand for hangar space. In each of the above cases, the airport sponsor is required to charge non-aeronautical fair market rental fees for the non-aeronautical use of airport property, even on an interim basis (54 FR 7721), c Other cases: Advance written release by the FAA for all other non-aeronautical uses of designated

aeronautical facilities. Any other non-aeronautical use of a designated aeronautical facility or parcel or airport land requires advance written approval from the FAA Office of Airports in accordance with Order 5190.6B Chapter 22.

some incidental storage of nonaeronautical items in hangars that do not interfere with aeronautical use. However, the policy neither creates nor constitutes a right to store non-aeronautical items in hangars. Airport sponsors may restrict or prohibit storage of non-aeronautical items. Sponsors should consider factors such as emergency access, fire codes, security, insurance, and the impact of vehicular traffic on their surface areas when enacting rules regarding hangar storage. In some cases, permitting certain incidental non-aeronautical items in hangars could inhibit the sponsor's ability to meet obligations associated with Grant Assurance 19. Operations and Maintenance. To avoid claims of discrimination, sponsors should impose consistent rules for incidental storage in all similar facilities at the airport. Sponsors should ensure that taxiways and runways are not used for the vehicular transport of such items to or from the hangars.

VI. Sponsor Compliance Actions

a. It is expected that aeronautical facilities on an airport will be available and used for aeronautical purposes in the normal course of airport business, and that non-aeronautical uses will be the exception. b. Sponsors should have a

at the airport being used for non-aeronautical purposes

Issued Washington, DC, on the 9th of June ZCL6.  
Robin K. Hunt,  
Acting Director, Office of Airport Compliance and Management Analysis.

(FRDoc. Filed 6-14-16; 8:45 am)

BILLING CODE 4810-13-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Food and Drug Administration

21 CFR Parts 660, 801, and 809 (Docket No. FOA-2013-N-012S)  
RIN 0910-AG74

Use of Symbols in Labeling  
AGENCY: Food and Drug Administration.  
HHS.  
ACTION: Final rule.

SUMMARY: The Food and Drug Administration (FDA or the Agency) is issuing this final rule revising its medical

Initials: 

115/

38911

IV. Use of Hangars for Construction of an Aircraft

Noncommercial: Construction of amateur-built or kit-built aircraft is considered an aeronautical activity. As with any aeronautical activity, an airport sponsor may lease or approve the loan of hangar space for this activity without FAA approval. Airport sponsors are not required to construct special facilities or upgrade existing facilities for construction activities. Airport sponsors are urged to consider the appropriate safety measures to accommodate these users.

Airport sponsors also should consider incorporating construction progress targets in the lease to ensure that the hangar will be used for final assembly and storage of an operational aircraft within a reasonable term after project

V. NO Right to Non-Aeronautical Use

In the context of enforcement of the Grant Assurances, this policy allows

program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.

c. Sponsors should ensure that the length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.

d. Sponsors should also consider including a provision in airport leases, including aeronautical leases, to adjust rental rates to FMV for any non-incidental non-aeronautical use of the leased facilities. In other words, if a tenant uses a hangar for a non-aeronautical purpose in violation of this policy, the rental payments due to the sponsor would

automatically increase to a FMV level.

e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use. The FAA may disapprove an AIP grant for hangar construction if there are existing hangars

device and certain biological product labeling regulations to explicitly allow for the optional inclusion of graphical representations of information, or symbols, in labeling (including labels) without adjacent explanatory text (referred to in this document as "stand-alone symbols") if certain requirements are met. The final rule also specifies that the use of symbols, accompanied by adjacent explanatory text continues to be permitted. FDA is also revising its prescription device labeling regulations to allow the use of the symbol statement "Rx only" or "only" in the labeling (or prescription devices).  
DATES: This rule is effective September 13, 2016.

FOR FURTHER INFORMATION CONTACT: For information concerning the final rule as it relates to devices regulated by the Center for Devices and Radiological Health (CDRH): Antoinette (Tosia)

Hnzlggt. Center for Devices and  
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10903 New Hampshire Ave.. Silver  
Spring. MD 20993-0002. 301-796-6119.  
email: Tosia.Hazlett@fda.hhs.gov.  
For information concerning the final  
rule ag it reiates to devices regulated by  
the Center for Biologics Evaluation and  
Research: Stephen Ripley. Center for  
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10903 New Hampshire AVC.. Bldg.  
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**SUPPLEMENTARY**  
NFORMATION:

**Executive Summary**

**Purpose of the Regulatory Action**

The final rule explicitly permits the use  
Of symbols in medical device labeling  
without adiacent explanatory text if  
certain roquiromon(s aro mot. Tho  
medical device industry has requested the  
ability to use stand-alone symbols on  
domestic dgveia labeling, consistent With  
their current use On devices manufactured  
fot European and other foreign markets.  
The final rule seeks to harmomzo the US.  
device labolmg requirements for symbols  
with international regulatory  
requirements, such ag the Medical Deuce  
Duecuve 93/42/EEC of the European  
Union (EUI (the European Medical  
Device Directive) and global adoption of  
International Electrotechnical  
Commission (IEC) standard (EC 60417  
and International Organization for  
Standardization (ISO) standard ISO  
7000—DB that govcm the use of device  
symbols in numerous foreign markets.

**Summary of the Major Provisions the  
Regulatory Action in Question**

FDA has generally interpreted existing  
regulations not to allow tho use of  
symbols in medical devnce labeling .  
oxcept with adpcent English-language  
explanatory text and/or on in vitro  
diagnostic IIVD devices nntended for  
professional use. Under the final rule,  
symbols oslablishod •n a standard  
developed by a standards development  
organization ('SDO) may be used in  
medical device labelmg without adJaceut  
explanatory text as tong as: (IJ The  
standard recognized by FDA under its  
authority under suction 514(c) of tho  
Federal Food. Drug, and Cosmetic  
Act (FD&C USC 360d(c)) and the is  
used accordmg to the specifica%ons for  
use of the symbol sct